



# भारत का राजपत्र The Gazette of India

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No. 11] NEW DELHI, MARCH 17—MARCH 23, 2024, SATURDAY/PHALGUNA 27, 1945—CHAITRA 3, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 22 फरवरी, 2024

का.आ. 502.—केन्द्र सरकार, एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केरल राज्य सरकार, गृह (एम) विभाग, तिरुवनंतपुरम, केरल की अधिसूचना सं. जी.ओ.(एमएस)सं.167/2023/गृह, दिनांक 31/07/2023 (एस.आर.ओ. सं. 859/2023 के रूप में प्रकाशित) और गृह (एम) विभाग, तिरुवनंतपुरम की एरटम अधिसूचना सं. जी.ओ. (एमएस) सं. 232/2023/गृह, दिनांक 13/11/2023 (एस.आर.ओ. सं. 1217/2023 के रूप में प्रकाशित) के माध्यम से जारी सम्मति से, श्री मुनियप्पन, सीमा शुल्क अधीक्षक, कालीकट अंतर्राष्ट्रीय हवाई अड्डा, कारीपुर, मालप्पुरम, केरल एवं अज्ञात अन्य, यदि कोई हो, के विरुद्ध भारतीय दण्ड संहिता 1860 (1860 का केन्द्रीय अधिनियम 45) की धारा 120बी सपठित धारा 409 और भ्रष्टाचार निवारण अधिनियम, 1988 (वर्ष 2018 केन्द्रीय अधिनियम 16 द्वारा यथासंशोधित) की धारा 13 की उप-धारा (1) का खण्ड (ए) सपठित उप-धारा (2) के तहत दण्डनीय अपराध(धों) तथा ऐसे अपराध(धों) से

जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य में करती है।

[फा. सं. 228/06/2024-एवीडी-II]

कुंदन नाथ, अवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

### (Department of Personnel and Training)

New Delhi, the 22nd February, 2024

**S.O. 502.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Kerala, issued vide Notification G.O(Ms)No.167/2023/Home dated 31/07/2023, Home (M) Department, Thiruvananthapuram (Published as S.R.O No. 859/2023) and Erratum Notification No. G.O.(Ms)No.232/2023/Home dated 13/11/2023, Home(M) Department, Thiruvananthapuram [Published as S.R.O. No. 1217/2023], hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Kerala for investigation into the offence(s) against Shri Muniyappan, Superintendent Customs, Calicut International Airport, Karipur, Malappuram, Kerala and unknown others, if any, punishable under section 120B read with section 409 of the Indian Penal Code 1860 (Central Act 45 of 1860) and under clause (a) of sub-section(1) read with sub-section (2) of section 13 of the Prevention of Corruption Act, 1988 (as amended by the Central Act, 16 of 2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/06/2024-AVD-II]

KUNDAN NATH, Under Secy.

नई दिल्ली, 8 मार्च, 2024

**का.आ. 503.**—केन्द्र सरकार, एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार के आदेश सं. गृह-एचएम-40विविध/25/2024-3एच4 दिनांक 15.02.2024, गृह मामले और न्याय विभाग (गृह-4 शाखा), पंजाब सरकार के माध्यम से जारी सम्मति से श्री गोविंदर कुमार पुत्र स्वर्गीय हरदेव लाल द्वारा श्री हरि ओम, एपीओ, क्षेत्रीय पासपोर्ट कार्यालय, जालंधर, पंजाब के खिलाफ भ्रष्टाचार निरोधक अधिनियम, 1988 (यथा संशोधित 2018) की धारा 7 के तहत दिनांक 14.02.2024 को दर्ज कराई गयी शिकायत, जिसके आधार पर दिनांक 15.02.2024 को सीबीआई मामला आरसी 0052024ए0005 पंजीकृत किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 15.02.2024 से) समस्त पंजाब राज्य में करती है।

[फा. सं. 228/08/2024-एवीडी-II]

कुंदन नाथ, अवर सचिव

New Delhi, the 8th March, 2024

**S.O. 503.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Punjab, issued vide order No.HOME-HM-40MISC/25/2024-3H4 dated 15.02.2024, Home Affairs and Legal Department (Home-4 Branch), Punjab Government hereby extends the powers and jurisdiction of the

members of the Delhi Special Police Establishment (ex post facto w.e.f. 15.02.2024) to the whole State of Punjab for investigation into the offence(s) arising out of the complaint dated 14.02.2024 lodged by Shri Govinder Kumar S/o Late Hardev Lal against Shri Hari Om, APO, Regional Passport Office, Jalandhar, Punjab u/s 7 of PC Act, 1988 (as amended in 2018), based on which a CBI case RC0052024A0005 has been registered on 15.02.2024 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F.No. 228/08/2024-AVD-II]

KUNDAN NATH, Under Secy.

नई दिल्ली, 15 मार्च, 2024

**का.आ. 504.**—केन्द्र सरकार, एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए छत्तीसगढ़ राज्य सरकार की अधिसूचना सं. एफ-4-13/होम-सी/2024, नवा रायपुर, अटल नगर, दिनांक 02.02.2024 एवं शुद्धिपत्र सं. एफ-4-13/होम-सी/2024, नवा रायपुर, अटल नगर, दिनांक 26.02.2024, छत्तीसगढ़ सरकार, गृह विभाग (सी-सेक्शन), मंत्रालय, महानदी भवन, मंत्रालय के माध्यम से जारी सम्मति से श्री सत्य प्रकाश भारती पुत्र स्वर्गीय राजनाथ प्रसाद निवासी वार्ड 25, फौजी नगर, थाना जामुल, जिला दुर्ग द्वारा श्री शम्सुज्जमा खान, कनिष्ठ स्वास्थ्य निरीक्षक, पीएचडी, प्रवर्तन कार्यालय, संपदा विभाग, भिलाई इस्पात संयंत्र, भिलाई के खिलाफ भ्रष्टाचार निवारण अधिनियम, 1988 (यथा संशोधित 2018) की धारा 7 के तहत दिनांक 29.01.2024 को दर्ज कराई गयी शिकायत सीओ1242024ए0003, जिसके आधार पर दिनांक 05.02.2024 को सीबीआई मामला आरसी1242024ए0001 पंजीकृत किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरण और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 05.02.2024 से) समस्त छत्तीसगढ़ राज्य में करती है।

[फा. सं. 228/10/2024-एवीडी-II]

कुंदन नाथ, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 504.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Chhattisgarh, issued vide Notification Sl. No. F-4-13/Home-C/2024, Nava Raipur, Atal Nagar, Dated 02.02.2024 and Corrigendum Sl.No.F-4-13/Home-C/2024, Nava Raipur, Atal Nagar, Dated 26.02.2024 Govt. of Chhattisgarh, Home Department (C-Section), Ministry, Mahanadi Bhawan, Mantralaya hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 05.02.2024) to the whole State of Chhattisgarh for investigation into the offence(s) arising out of the complaint CO1242024A0003 dated 29.01.2024 lodged by Shri Satya Prakash Bharti S/o Shri Late Rajnath Prasad R/o Ward 25, Fouji Nagar, Police Station Jamul, Distt. Durg against Shri Shamsuzzama Khan, Junior Health Inspector, PHD, Enforcement Office, Estate Department, Bhilai Steel Plant, Bhilai u/s 7 of Prevention of Corruption Act, 1988 (as amended in 2018), based on which a CBI case RC1242024A0001 has been registered on 05.02.2024 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/10/2024-AVD-II]

KUNDAN NATH, Under Secy.

नई दिल्ली, 18 मार्च, 2024

**का.आ. 505.**—केंद्र सरकार, राजभाषा [संघ के शासकीय प्रयोजनों के लिए प्रयोग] नियमावली, 1976 (यथा संशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में कार्मिक और प्रशिक्षण विभाग के

अधीनस्थ कार्यालय, केंद्रीय अन्वेषण ब्यूरो के अधीन निम्नलिखित कार्यालयों, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी भाषा का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1. भ्रष्टाचार निरोधक शाखा, चेन्नई
2. आर्थिक अपराध शाखा, चेन्नई
3. विशेष कार्य शाखा, चेन्नई
4. विशेष इकाई, चेन्नई
5. भ्रष्टाचार निरोधक शाखा, भुवनेश्वर
6. भ्रष्टाचार निरोधक शाखा, इम्फाल
7. भ्रष्टाचार निरोधक शाखा, शिलांग
8. भ्रष्टाचार निरोधक शाखा, मदुरै

[फा. सं. ई.-11017/1/2022-हिंदी]

एस. डी. शर्मा, संयुक्त सचिव

New Delhi, the 18th March, 2024

**S.O. 505.**—Central Government in pursuance of Sub-Rule (4) of Rule 10 of official languages [Use for official purpose of union] Rules, 1976 (as amended in 1987, 2007 and 2011) hereby notifies the following offices under the Central Bureau of Investigation, a subordinate office of Department of Personnel and Training whose more than 80 percent staff has acquired working knowledge of Hindi language:-

1. Anti Corruption Branch, Chennai
2. Economic Offences Branch, Chennai
3. Special Task Branch, Chennai
4. Special Unit, Chennai
5. Anti Corruption Branch, Bhubaneswar
6. Anti Corruption Branch, Imphal
7. Anti Corruption Branch, Shillong
8. Anti Corruption Branch, Madurai

[F. No. E-11017/1/2022-Hindi]

S. D. SHARMA, Jt. Secy.

### पर्यटन मंत्रालय

नई दिल्ली, 4 मार्च, 2024

**का.आ. 506.**—सार्वजनिक परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 के 40 द्वारा) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पर्यटन मंत्रालय, भारत सरकार की दिनांक 11 अक्तूबर, 2011 की अधिसूचना एस.ओ. सं. 2950 जो दिनांक 22 अक्तूबर, 2011 को भारत के राजपत्र में प्रकाशित हुई; दिनांक 24 नवम्बर, 2009 की अधिसूचना एस.ओ. सं. 3259 जो दिनांक 5 दिसम्बर, 2009 को भारत के राजपत्र में प्रकाशित हुई; दिनांक 2 जनवरी, 2009 की अधिसूचना एस.ओ. सं. 87 जो दिनांक 17 जनवरी, 2009 को भारत के राजपत्र में प्रकाशित हुई और दिनांक 26 अगस्त, 2020 की अधिसूचना एस.ओ. सं. 718 जो दिनांक 29 अगस्त, 2020 को भारत के राजपत्र में प्रकाशित हुई, के अधिक्रमण में और ऐसे अधिक्रमण से पूर्व किए गए या किए जाने हेतु अपेक्षित कार्यों को छोड़कर भारत सरकार एतद् द्वारा निम्नलिखित तालिका के कॉलम (1) में उल्लिखित अधिकारी को सरकार के राजपत्रित अधिकारी की

श्रेणी के समकक्ष अधिकारी होने पर उक्त अधिनियम के प्रयोजन हेतु संपदा अधिकारी नियुक्त करती है और तालिका के कॉलम (2) की संबंधित प्रविष्टि में विनिर्दिष्ट किए गए अनुसार सार्वजनिक परिसरों की स्थानीय सीमाओं को भी परिभाषित करती है, जिसके संबंध में संपदा अधिकारी प्रदत्त की गई शक्तियों का प्रयोग करेगा और उक्त अधिनियम द्वारा या उसके तहत संपदा अधिकारी को दिए गए कर्तव्यों का निर्वहन करेगा।

### तालिका

अधिकारी का पदनाम (1)	सार्वजनिक परिसरों की श्रेणी और इसके कार्यक्षेत्र की स्थानीय सीमाएं (2)
उप महाप्रबंधक और उनसे ऊपर के स्तर के अधिकारी, मेसर्स भारत पर्यटन विकास निगम लिमिटेड, मुख्यालय, स्कोप कॉम्प्लेक्स, कोर 8, 7 लोधी रोड, नई दिल्ली- 110003	दिल्ली, मध्य प्रदेश, उत्तर प्रदेश, ओडिशा और जम्मू एवं कश्मीर संघ राज्यक्षेत्र में स्थित भारत पर्यटन विकास निगम लिमिटेड से संबंधित या इसके द्वारा लीज पर लिए गए सभी परिसर या संपत्तियां।

[फां. सं. ईओएन.पीएसयू-6/15/2018-पीएसयू]

इरशाद आलम, उप सचिव

### MINISTRY OF TOURISM

New Delhi, the 4th March, 2024

**S.O. 506.**—In exercise of the powers conferred vide section 3 of the Public Premises (Eviction of Unauthorized Occupants), Act 1971 (vide 40 of 1971) and in supersession of the Notification of the Government of India in the Ministry of Tourism, vide S.O. No. 2950 dated the 11<sup>th</sup> October, 2011 published in the Gazette of India, dated the 22<sup>nd</sup> October, 2011; vide S.O. No. 3259, dated the 24<sup>th</sup> November, 2009 published in the Gazette of India dated the 5<sup>th</sup> December, 2009; vide S.O. No. 87 dated the 2<sup>nd</sup> January, 2009 published in the Gazette of India dated the 17<sup>th</sup> January, 2009 and vide S.O. No. 718 dated the 26<sup>th</sup> August, 2020 published in the Gazette of India, the 29<sup>th</sup> August, 2020, except as respects things done or omitted to be done before such supersession, the Government of India hereby appoints the officer mentioned in column(1) of the Table below, being the officer equivalent to the rank of gazetted officer of the government to be the estate officer for the purposes of this Act and also defines the local limits of public premises, as specified in the corresponding entry in column (2) of the said Table, in respect of which the said estate officer shall exercise the powers conferred, and perform duties imposed, on the estate officer by or under the said Act.

### TABLE

Designation of the Officer (1)	Categories of public premises and local limits of the jurisdiction (2)
Deputy General Manager and above, M/s India Tourism Development Corporation Limited, Head Quarter, Scope Complex, Core 8,7 Lodhi Road, New Delhi – 110003.	All premises or properties belonging to or taken on lease by M/s India Tourism Development Corporation Limited situated in Delhi, Madhya Pradesh, Uttar Pradesh, Odisha and Union territory of Jammu and Kashmir.

[F. No. EON.PSU- 6/15/2018-PSU]

IRSAD ALAM, Dy. Secy.

### सहकारिता मंत्रालय

नई दिल्ली, 19 मार्च, 2024

**का.आ. 507.**—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सहकारिता मंत्रालय के अधीन राष्ट्रीय सहकारी प्रशिक्षण परिषद के निम्नलिखित

अधीनस्थ कार्यालय में 80% से अधिक कर्मचारियों को हिंदी का कार्यसाधक ज्ञान प्राप्त होने के फलस्वरूप एतद्वारा अधिसूचित करती है:

**सहकारी प्रबंध संस्थान**

राजेंद्र नगर, हैदराबाद- 500030

(तेलंगाना स्टेट)

[फा. सं. ई-14018/1/2024- सहकारिता मंत्रालय]

एस. एम. सादिक, उप निदेशक

**MINISTRY OF COOPERATION**

New Delhi, the 19th March, 2024

**S.O. 507.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976; the Central Government hereby notifies the under mentioned subordinate office of National Council for Cooperative Training under the Ministry of Cooperation wherein more than 80% of the staff have acquired the working knowledge of Hindi:

**Institute of Cooperative Management**

Rajendra Nagar, Hyderabad-500030

(Telangana State)

[F. No. E-14018/1/2024-MoC]

S. M. SADIQ, Dy. Director

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 14 मार्च, 2024

**का.आ. 508.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल की बरमोंडिया कोलियरी (ए) के प्रबंधन के संबंध नियोजको और कल्याण प्रसाद तिवारी कामगार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सह-श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 20/2022) को प्रकाशित करती है।

[सं. एल-22012/47/2022-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 14th March, 2024

**S.O. 508.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 20/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court Asansol** as shown in the Annexure, in the industrial dispute between the Management of Barmondia (A) Colliery of ECL and Kalyan Prasad Tewari worker.

[No. L-22012/47/2022- IR (CM-II)]

MANIKANDAN N., Dy. Director

**ANNEXURE**

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,  
ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 20 OF 2022****PARTIES:**

Kalyan Prasad Tewari

**Vs.**

Management of Barmondia (A) Colliery of ECL

**REPRESENTATIVES:**

For the Union/Workman : Mr. Chandi Banerjee, Union representative

For the Management of ECL : Mr. P. K. Das, Adv.

**INDUSTRY:** Coal.**STATE:** West Bengal.**Dated:** 06.02.2024**AWARD**

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/47/2022-IR(CM-II)** dated 18.05.2022 has been pleased to refer the following dispute between the employer, that is the Management of Barmondia (A) Colliery under Salanpur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**SCHEDULE**

*“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Barmondia (A) Colliery (under Salanpur Area) in non-payment of the arrear wages in respect of Sundays and paid Holidays to Shri Kalyan Prasad Tewari, Ex-Foreman Incharge, UM No. 545215, of Barmondia Colliery on his reversion from Executive Cadre vide order dated 18/10/2013, is just and legal? if not, to what relief Shri Kalyan Prasad Tewari is entitled to?”*

1. On receiving Order **No. L-22012/47/2022-IR(CM-II)** dated 18.05.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 20 of 2022** was registered on 24.05.2022 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Mr. P. K. Das, learned advocate for ECL is present. Industrial Dispute relates to claim of arrear of wages in respect of Sundays and paid holidays of Kalyan Prasad Tewari, Ex-Foreman Incharge of Barmondia Colliery on his reversion from Executive cadre to Non-Executive cadre. On repeated calls at 1.30 pm Kalyan Prasad Tewari, aggrieved workman and Mr. Chandi Banerjee, union representative are not found available. This is the third consecutive date on which both, the workman and union representative are found absent. The record reveals that today is the fourth day fixed for evidence of workman witness but the concerned person is not inclined to proceed. Accordingly, the Industrial Dispute is dismissed in the form of a No Dispute Award.

Hence,

**ORDERED**

that a No Dispute Award be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 14 मार्च, 2024

**का.आ. 509.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार झांझरा 1 और 2 इनक्लाइन और ईसीएल का एमआईसी झांझरा के प्रबंधन के संबद्ध नियोजको और राम सुधार नुनिया और 160 अन्य कामगार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह - श्रम न्यायालय आसनसोल** के पंचाट (संदर्भ संख्या 22/2009) को प्रकाशित करती है ।

[सं. एल-22012/26/2009-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 14th March, 2024

**S.O. 509.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No.22/2009**) of the **Central Government Industrial Tribunal-cum-Labour Court Asansol** as shown in the Annexure, in the industrial dispute between the Management of Jhanjra 1 & 2 Incline and MIC Jhanjra of ECL and Ram Sudhar Nunia and 160 Others worker.

[No. L-22012/26/2009–IR (CM-II)]

MANIKANDAN. N, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT, ASANSOL.

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

#### REFERENCE CASE NO. 22 OF 2009

**PARTIES:** Ram Sudhar Nunia and 160 Others  
**Vs.**  
Management of Jhanjra 1 & 2 Incline and MIC Jhanjra of ECL

#### REPRESENTATIVES:

For the Union/Workmen: None  
For the Management of ECL: Mr. P. K. Goswami, Adv.

**INDUSTRY:** Coal.

**STATE:** West Bengal.

**Dated:** 06.02.2024

#### AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/26/2009-IR(CM-II)** dated 28.07.2009 has been pleased to refer the following dispute between the employer, that is the Management of Jhanjra 1 and 2 Incline and MIC Jhanjra under Jhanjra Area of Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

#### SCHEDULE

*“ Whether the action of the Management of Jhanjra 1 & 2 Incline & MIC Jhanjra under Jhanjra Area of M/s. ECL, in denying payment of Special Piece Rate Allowances to Sri Ram Sudhar Nunia & 160 others (list enclosed) from 01.07.1996 to 17.11.2006 is legal and justified? To what relief are the workmen concerned entitled? ”*

1. On receiving Order **No. L-22012/26/2009-IR(CM-II)** dated 28.07.2009 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 22 of 2009** was registered on 20.08.2009 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Mr. P. K. Goswami, learned advocate for the management of Eastern Coalfields Limited is present. Case is fixed up today for appearance of the aggrieved workman and awaiting Corrigendum of the Schedule.

3. After registration of the case Notice was issued to parties. Union filed written statement on 05.11.2009 and the management filed written statement on 12.01.2010. Rejoinder on behalf of the workman was filed on 25.03.2010. The case was fixed up for evidence on 28.05.2013. Shabe Alam (workman witness - 1) was examined and cross-examined on 23.07.2013 and documents were marked as Exhibit 1 and 1/1. The case was then fixed up for further evidence of workman witness on 19.09.2013. On 06.07.2015 Mr. S. K. Pandey, union representative appeared for the workmen and filed authorization but no evidence was adduced. On 28.11.2017 both parties submitted that there was some error in the Schedule of the Reference case which required correction. Record reveals that since 24.09.2018 no step has been taken on behalf of the workman. No Corrigendum of the Schedule has been received. In



view of such non-representation of the workman for a prolonged period, of nearly five years I find no reasons to keep the case pending. The Industrial Dispute referred is therefore dismissed for non-prosecution.

Hence,

**ORDERED**

that a No Dispute Award be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 14 मार्च, 2024

**का.आ. 510.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल की श्यामसुंदरपुर कोलियरी के प्रबंधतंत्र के संबद्ध नियोजको और जमशेद आलम अंसारी, कामगार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 32/2019) को प्रकाशित करती है

[सं. एल-22012/73/2019-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 14th March, 2024

**S.O. 510.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 32/2019**) of **the Central Government Industrial Tribunal-cum-Labour Court Asansol** as shown in the Annexure, in the industrial dispute between the Management of **Shyamsundarpur Colliery of ECL** and Jamshed Alam Ansari worker.

[No. L-22012/73/2019– IR (CM-II)]

MANIKANDAN. N, Dy. Director

**ANNEXURE**

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 32 OF 2019**

**PARTIES:** Jamshed Alam Ansari  
**Vs.**  
Management of Shyamsundarpur Colliery of ECL

**REPRESENTATIVES:**

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Goswami, Adv.

**INDUSTRY:** Coal

**STATE:** West Bengal.

**Dated:** 06.02.2024

**AWARD**

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/73/2019-IR(CM-II)** dated 04.09.2019 has been pleased to refer the following dispute between the employer, that is the Management of Shyamsundarpur Colliery under Bankola Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**SCHEDULE**

*“Whether the action of the management of Shyamsundarpur Colliery of Eastern Coalfields Ltd by not regularising Sri Jamshed Alam Ansari, General Mazdoor in surface job is justified or not. If, not what relief the workman is entitled to?”*

1. On receiving Order **No. L-22012/73/2019-IR(CM-II)** dated 04.09.2019 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 32 of 2019** was registered on 18.09.2019 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.
2. Jamshed Alam Ansari, the workman appeared assisted by Mr. Rakesh Kumar, union representative. The case is fixed up today for appearance of the Agent, Shyamsundarpur colliery for having filed a written statement on a letter head of Eastern Coalfields Limited instead of addressing it to CGIT-cum-LC, Asansol. Written statement does not bear the signature of employer company's advocate.
3. Jaynarayan Halder, Agent, Shyamsundarpur Colliery appeared in person and submitted an explanation that in future he will be careful in filing a proper written statement. Same is kept with the record. Personal attendance of Mr. Halder is dispensed with. Mr. P. K. Goswami, learned advocate for Eastern Coalfields Limited is directed to be cautious and careful in future so that proper written statements are filed before the Tribunal and not on the letter head of Eastern Coalfields Limited. Such conduct is unacceptable.
4. Mr. Rakesh Kumar filed an application stating that the workman, Jamshed Alam Ansari who raised this Industrial Dispute for non-regularisation as General Mazdoor in surface job is not inclined to proceed. Copy served upon the learned advocate for Eastern Coalfields Limited. In view of application the scheduled Industrial Dispute is dismissed for non-prosecution. Let a No Dispute Award be drawn up.

Hence,

**ORDERED**

that a No Dispute Award be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANAND KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 511.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स जेएसी एयर सर्विसेज प्राइवेट लिमिटेड; एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स डायल; मेसर्स हॉक कारगो सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री राजेंद्र कुमार एंड अन्य, कॉन्ट्रैक्ट मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-264/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -11011/1/2009-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 511.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 264/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s JAC Air Services Pvt. Ltd.; Airport Authority of India; M/s Dial; M/s Hawk Cargo Services Private Limited and Shri Rajinder Kumar and other contract labour union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-11011/1/2009-IR(M)]

DILIP KUMAR, Under Secy.

## ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM  
LABOUR COURT

DELHI NO.1 NEW DELHI.

ID NO. 264/2011

Sh. Rajinder Kumar and others through The Contract Mazdoor union, B-57, Gali No. 9, Raja Puri, Uttam Nagar, New Delhi-110059

Claimants...

Versus

1. M/s JAC Air Services Pvt. Ltd.  
The General Manager,  
International Cargo Terminal, IGI Airport,  
New Delhi-110037
2. The Chairman,  
Airport Authority of India,  
A-Block, Rajiv Gandhi Bhavan,  
Safdarjung Airport,  
New Delhi-110003
3. M/s DIAL, IGI Airport,  
New Delhi
4. M/s HAWK Cargo Services Pvt. Ltd.  
IGI Airport, New Delhi-110037

Managements...

*Sh. Vishwaranjan, A/R for the claimants.*

*Sh. Sanjog Verma alongwith Sh. B.S. Kaushik, A/R for M/s JAC.*

*Sh. Sunil Dutt, A/R for AAI.*

*Sh. Dig Vijay Rai alongwith Sh. Manish Sehrawat, A/R for DIAL.*

*Sh. Kunal Mehta, A/R for M/s HAWK.*

**Justice Vikas Kunvar Srivastava (Retd.),** Presiding Officer

**Reference of the Industrial Dispute**

1. This Industrial Dispute case (ID No. 264/2011) is referred by the appropriate government i.e. Government of India/Ministry of Labour issued *vide* letter dated 18.08.2009, New Delhi under Clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) which shall hereinafter be called as "The Act" only. The reference mooted the said dispute for adjudication to Central Government Industrial Tribunal No.2 which had been transferred to this Central Government Industrial Tribunal No. 1, New Delhi *vide* order no. Z-22019/6/2007-IR(C-2) dated 30.03.2010 by the Government of India. The reference schedules the industrial dispute in following terms-

*"Whether the action of the management of M/s HAWK Cargo Services Pvt. Ltd. Services Pvt. Ltd., New Delhi & M/s JAC Air Services Pvt. Ltd., New Delhi in terminating the services of the workmen (As per annexure) w.e.f. the dates as mentioned against their names in the annexure is just, fair and legal? What relief the concerned workmen are entitled to and from which date?"*

2. The Industrial Dispute is directed against the managements of :

1. M/s JAC Air Services Pvt. Ltd.,
2. M/s HAWK Cargo Services Pvt. Ltd.,
3. M/s DIAL,
4. Air Authority of India,

Who are arrayed as opposite parties to the statement of claim in the industrial dispute in hand.

#### Factual Matrix

3. The claimants Rajender Kumar and 12 other workers were terminated by the management of JAC Air Services Pvt. Ltd. (shall hereinafter be addressed as the “JAC” only) are detailed and described with their date of joining, employee number and date of termination in following chart which is carved out and reproduced from the statement of claim submitted by the claimant. Likewise, 10 others working under the management of HAWK Cargo Services Pvt. Ltd. (shall hereinafter be addressed as “HAWK” only) are detailed in another chart as given in the statement of claim, with their specific date of joining, employee number and the date of termination against their names. For the purposes of easy references and convenience a list of claimants/workmen is being given hereunder with their details as stated above in the following charts.

#### **CHART ‘A’**

#### **JAC AIR SERVICES PVT. LTD.**

IGI AIRPORT, NEW DELHI - 37

S. No.	Name	Father's Name	Date of Joining	E. No.	Date of Termination
1	Rajender Kumar	Sh. Nihal Singh	1995	1213	27.12.2008
2	Mukesh Kumar	Sh. Dayaram	2004	1373	23.12.2008
3	Jagtar Singh	Sh. Rajender Singh	1997	1295	Dec 2008
4	Wazir Singh	Sh. Maha Singh	1986	T-450	27.12.2008
5	Ran Singh	Sh. Bansilal	2004	1384	23.12.2008
6	Raj Kumar	Sh. Harbu Lal	1997	1194	17.12.2008
7	Suresh Kumar	Sh. Mur Singh	1995	1237	20.12.2008
8	Surender	Sh. Attar Singh	1998	F-28	17.12.2008
9	Dalbir Singh	Sh. Dharam Pal Singh	2006	1578	24.12.2008
10	Vijay Pal	Sh. Hosayar Singh	2004	S-72	26.12.2008
11	Sanjay Kumar	Sh. Maha Singh	1998	S-59	26.12.2008
12	Manoj Kumar	Sh. Balu Ram	2003	T-19	27.12.2008
13	Sunil Kumar	Sh. Krishan	2004	1383	27.12.2008

#### **CHART ‘B’**

#### **HAWK CARGO SERVICES PVT. LTD.**

IGI AIRPORT, NEW DELHI – 37

S. No.	Name	Father's Name	Date of Joining	E. No.	Date of Termination
14	Anjali Kumar	Sh. Khaman Singh	1986	0730	16.06.2008
15	Shiv Kumar	Sh. Sohan Singh	1990	6736	16.06.2008
16	Paras N. Yadav	Sh. Ram M. Yadav	1991	0759	16.06.2008
17	Takdir	Sh. Hari Singh	2005	0788	16.06.2008
18	Surjeet Singh	Sh. Raghubir Singh	1986	0259	16.06.2008
19	Rajender Prasad Sharma	Sh. Jagdish P. Sharma	1992	0183	16.06.2008
20	Dharmender	Sh. Jagdish Chander	1993	0297	16.06.2008
21	Sanjay	Shankar Chand	1995	442	16.06.2008
22	Surma Singh	Sh. Suraj Ban	1998	444	16.06.2008
23	Jagpal	Sh. Baram Parkash	2005	0800	16.06.2008

4. Briefly stating the case as put forth by the claimants/workmen is that they were employed with M/s HAWK Cargo Services Pvt. Ltd. under the supervision and control of 'Airport Authority of India' shall be hereinafter addressed as 'AAI' only, who earlier was carrying the work of loading, packing, driving and supervising itself, but subsequently handover those works to 'C-HAWK' on contract, which changed its name as AAPL and continued working for 'AAI' till 1996. The claimants/workmen had been continuously working with C-HAWK and AAPL since the date of their joining. In the year 1997, the 'AAI' divided work into two parts namely, Export & Import. The 'AAI' invited tender for both the works separately. The export work was entrusted to 'JAC Air Services Pvt. Ltd.' and import was entrusted to AIRGO. Both the companies worked for 5 years till 12.04.2002 and the claimants had also worked for these companies continuously under the direction of 'AAI'. The 'AAI' is made opposite party no. 4 in the claim statement whereas the HAWK Cargo Services Pvt. Ltd. as opposite party no. 2, the JAC Air Services Pvt. Ltd. is arrayed in the statement of claim as opposite party no. 1. Since 18.10.2007 the 'HAWK' was working in export division and the claimants/workmen worked continuously with them without any interruption. The 'AAI' entered into a contract for modernization of airport with the company 'DIAL'. The 'DIAL' was to supervise the entire work at airport. The 'HAWK' and 'JAC' terminated the services of claimants/workmen on the date of termination as shown in the above charts. The workmen made complaint to the Divisional Labour Commissioner on 16.06.2008. The Assistant Labour Commissioner directed the 'JAC' not to initiate enquiry against any of the workmen and the same direction was also communicated to the management of 'HAWK' but instead of obeying the direction of the Assistant Labour Commissioner, both the opposite parties initiated enquiry against some of the workmen and thereafter terminated them from their services. The management respondents had not paid the salaries of the workmen and banned them from working.

#### JAC's Defence

5. Out of the opposite parties, the first management namely, M/s JAC Air Services Pvt. Ltd. in response to the claim statement filed by the claimants put its defence, saying that it was engaged by the AAI /DIAL to provide cargo handling services at the import facilities on the cargo terminal. The above engagement was for limited period and for that very purpose of the engagement the answering management had also engaged some employees for a limited period on contractual basis. The 'JAC' specifically mentioned in the appointment letter that "If the contract with the 'AAI' is terminated for whatsoever reason then, services of the workman also shall be terminated without any further notice". The claimant workman Sh. Rajinder Kumar who was the contractual employee of the management during the period between 01.04.2008 to 13.05.2008 with other workers of the union during the course of their duties at the airport indulged in acts of gross misconduct thereby slowing down the cargo handling services and instigating other workers to hamper the functions of the cargo terminal of the airport. Resultantly, there was substantial delay in transfer of the cargo on account of which the cargo services at the airport were disturbed, the answering management informed the police. The claimants/workmen Rajinder Kumar with other workers of the union disturbed the area of the airport. He conducted demonstrations, dharna, attack, assault, gate meeting, raising slogans, etc. The security and peace of the entire airport area were adversely affected by which the answering management and the Airport Authority suffered a bit loss in crores. The FIR of assault has been lodged against the workers at police station 'Indira Gandhi International Airport' (IGIA) on 13.05.2008 vide FIR No. 180 under Sections 341/323/506/188/34 IPC. The 'DIAL' issued a warning letter to the answering management to take preventive actions against the faulty workers and avoid such type of activities in future.

6. The 'DIAL' filed a suit vide suit no. 893/2008 for perpetual injunction before the Hon'ble High court of Delhi against the said workers. The High Court has also granted the stay against the workers from holding any demonstrations, dharna, agitation, gate meeting, raising slogans in any manner in the premises of the airport. By reasons of the above conducts of inciting workers by the present claimants/workmen, import cargo operations were seriously disturbed which caused great inconvenience and tarnished company's name. Therefore, he was suspended. During the suspension, the management has paid him all allowances allowed in salary as per law.

7. It is asserted by the answering management that its engagement by the AAI/DIAL was for a limited period to provide cargo handling services at the import facility on cargo terminals and the employment of workers was for that very limited period for providing the said services to the Airport Authority of India through contractual employees. The answering management claims itself just a sub-contractor of the DIAL Company bound to follow the instructions of DIAL whereas the DIAL had to follow the directions of AAI. It is explained by the answering management that the activities which were earlier being performed by the AAI subsequently began to be performed by the DIAL, who is responsible for operations, management, development of control of the IGI airport, therefore, any strike or dharna at the IGI airport naturally to directly affect the DIAL.

8. It is further stated that due to the conduct of the claimant/workman of inciting the workers, import cargo operation were seriously disturbed, caused great inconvenience and tarnished the company's name therefore, he was suspended with effect from 20.06.2008 in the interest of industrial peace. Since he was a contractual employee and nature of his employment was temporary but all the provisions of natural justice were followed before his termination from service. The enquiry has been conducted in a fair manner in accordance with rules as well as the principle of natural justice. The enquiry officer had given the present claimant/workman all opportunities but he could not bring

out anything in his support hence, the report of the enquiry is unambiguously a judicious report. The answering management has lastly plead that since the claim is wrong against it, therefore, the same be dismissed with heavy, special and compensatory cost in favour of the answering management.

#### HAWK's Defence

9. Management of the opposite party no. 2 the 'HAWK' states that it was granted for the first time a contract for a period of one year with effect from 17.10.2007 and for this period it was directed to procure a license as required under Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The 'DIAL' provided a certificate issued by the Government in terms of Section 7(2) of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Rules, 1971 along with a certificate in prescribed form under Rules 21(2) to enable the answering opposite party 'HAWK' to obtain license under Section 12 of the said Act of 1970. On the basis of the said document issued by the 'DIAL', the answering opposite party 'HAWK' applied the Regional Labour Commissioner (Central Government of India, New Delhi) for issuing a license required in the Section 12 of the Act of 1970 and the Rules of 1971 aforesaid and thus it was granted a license on 23.01.2008 for a period of one year for operation of the contract for which the job had been allotted to the answering opposite party, by the 'DIAL'. On the basis of aforesaid facts 'HAWK' claims itself, a sub-contractor who has been given a license of providing service of export, cargo at cargo station of IGI airport, New Delhi, to the establishment namely, 'DIAL'. It is further stated by 'HAWK' that the contract for providing the cargo services was initially granted for a period of one year but subsequently extended for another one year which ultimately came to an end on 31.12.2009. After the completion of the contractual period on 31.12.2009 the principal employer (DIAL) issued a certificate certifying that the working of the answering respondent had been completed on 31.12.2009 and the management of 'DIAL' has ceased to be a contractor thereafter at the cargo section of the IGI airport, New Delhi. The 'DIAL' also issued a certificate dated 24.11.2010 that the contract of the answering opposite party has expired and there are no dues against them as they ceased to have no work at the cargo section of the IGI airport, New Delhi.

10. On the basis of the narration made above, the answering opposite party 'HAWK' submits that the principal employer had neither taken any of the employees involved in the present dispute as shown in the annexure attached to the terms of reference nor it could terminate their services or even could reinstate them because it had ceased to exist with effect from 31.12.2009. It is denied that the employees in the cargo section of the IGI airport, New Delhi were not the employees of the answering opposite party no.4 (HAWK). The present claimants/workmen as well as their union namely, Contract Mazdoor Union were knowing very well the above fact that the Union has submitted a charter of demands on 03.08.2008 i.e. subsequent to the grant of contract to the answering opposite party 'HAWK' with effect on 17.10.2008. The said charter of demands of Union was addressed to the opposite party, the 'AAI'. They clearly admitted that these employees had been employed by the 'AAI' who has been the employer of the workmen working in the cargo section. The present claimant workman say, Rajender Prasad has also been a signatory of that charter of demands in the capacity of President of the Employees' Union therefore, according to his admission, employees working in the cargo section at IGI airport, New Delhi were the employees of the 'AAI' and not of the answering opposite party 'HAWK'.

11. The answering opposite party 'HAWK' has further impressed on the point that it is the admitted case of the workmen that he was employed much prior to the existence of the answering opposite party and was not taken in employment by it. Admittedly the 'HAWK' ceased to exist with effect from 31.12.2009. Therefore, neither the 'HAWK' was employer nor it existed to give any benefit including continuity of service. Such service cannot be claimed against a non-existing organization.

12. It is further submitted that in terms of the law laid down by the apex court of India reported in AIR 1997 Supreme Court 645, "All the employees working with a contractor at any stage of time on the cut-off date 06.12.1996 would be treated as employees of the principal employer". Therefore, considering the above legal aspect, the workmen involved in the present dispute were and continued to be employees of the AAI/DIAL and they were not the employees of the 'HAWK' at any point of time.

#### DIAL's Defence

13. The management/opposite party no. 3 "Delhi International Airport Limited" which shall hereinafter be called for the purpose of brevity and convenience as 'DIAL' only, has also filed its separate written statement claiming itself an independent company incorporated under the Company's Act, 1956 which is a separate legal entity. 'DIAL' submits that it is not an agent of the 'AAI' but merely a lessee in view of the work entrusted to it "the Operation Maintenance and Development Agreement" for the purpose of which an agreement (OMDA) was executed between the AAI & DIAL on 04.04.2006. Very importantly, the 'DIAL' has stated in the said written statement that the workmen/claimants had been working with various contractors of 'AAI' till 2006 when 'DIAL' entered into the agreement (OMDA) dated 04.04.2006. However, 'DIAL' is unaware about the employment history of the claimant and who made the continuation of EPF under the EPF and MP Act, 1952. On the aforesaid ground the 'DIAL' has denied the workmen to be its workman as per the provision of the Section 2(s) of the Industrial Dispute Act, 1947. The 'DIAL' has further denied the Alleged Domestic Enquiry conducted against the claimants at the instance of

'DIAL' as such denied the application of Industrial Dispute Act 1947 over 'DIAL'. 'DIAL' has further denied absolutely its status as principal employer of the claimant and also from the claimants working directly under them in any manner whatsoever. As such, denied any legal relationship between the claimant and management of 'DIAL'.

14. Additionally, the 'DIAL' has pleaded in the written statement that 'AAI' had given an option of VRS to its employees and in cases where the employees did not want to continue after the OMDA agreement, 'DIAL' had not absorbed the same. Further it is submitted that 'DIAL' has recruited its own workforce on its own terms instead of allowing the services of the erstwhile employees of 'AAI' to continue as alleged. It is assertingly stated by the 'DIAL' that it has not been performing the job of air transport services, accordingly, no license under the Aircraft rules was required. The 'AAI' was having the same therefore, 'DIAL' has not stepped into the shoes of 'AAI' as alleged. 'DIAL' was LAC only under OMDA dated 04.04.2006 accordingly, the claim statement is not maintainable as per the eye of law. On the ground of aforesaid basic facts, the 'DIAL' has also denied the applicability of CLRAA (Contract Labour Regulation and Abolition Act, 1971).

#### AAI's Defence

15. The 'AAI' in its written statement of defence, claims itself an unnecessary party to the dispute as such no cause of action shown against them and no relief has been sought against them. The 'AAI' assertingly has pleaded that it did not ever employ the workmen who remained employed by the management no.1 (JAC). The answering management (AAI) did not terminate their services and rather has nothing to do with workmen with whom there is no privity of contract. It further pleads that the agreement which is entered by the answering management and 'DIAL' for operation on 04.04.2006. Transferred to 'DIAL' the management of airport at Delhi with effect from 03.05.2006. The workmen have no *locus standi* to file the present case against the answering management. Since the workmen have withheld relevant information from the court it has not been stated that the allotment of contract was by due advertisement and tender and that subtle submission that workman has been continuously employed is incorrect. Because the contract has been awarded from time to time to various qualifiers, contractors to file tender. It is stated by the answering management that in view of the honourable Apex Court expressed in the **Steel Authority of India Limited v/s National Union Waterfront Workers** that on abolition or prohibition of contract labour under Section 10 of the CL(R&A) Act, 1970, the workers engaged through the contractor will not automatically become the employees of the principle employer.

16. On the basis of the above pleadings the 'AAI', the present answering respondent has prayed to dismiss the claim with heavy cost.

#### A Concise Narration of the Workmen's Employment History

17. On a bare perusal of the factual matrix given hereinabove, the cumulative effect of the narration of facts giving rise to the Industrial Dispute in hand the status of claimants/workmen Rajinder Kumar and others working with the 'AAI' since the year of their initial engagement mentioned in the 4<sup>th</sup> column of the Charts A&B appended in preceding Para 3 was of contractual worker who kept continued uninterrupted in the services of 'AAI' at IGI airport till the date of their termination from services as mentioned in the column 6 of the Charts A&B above. The said fact is not rebutted, however, the 'DIAL' has expressed its unawareness about the employment history of the workmen, which cannot be treated as specific denial of entry in services as well as continuation of the claimants as workmen with the 'AAI'. None of the managements/opposite parties namely, 'JAC', 'HAWK' or 'DIAL' has specifically denied in their pleading that the workmen were employed by and working under the supervision and control of 'AAI' who earlier also were carrying the work of loading, packing, driving and supervising. The work was handover to different contractors from time to time till 1996 using the same workforce of the claimants/workmen continued till 1996 from the date of their initial appointment with the 'AAI'. The 'DIAL' in its written statement has explicitly stated that it came into existence by entering into an agreement with 'AAI' on 04.04.2006 namely, the OMDA. Before that, in 1996, the 'AAI' divided its work into two parts namely, export and import, invited tenders for both the above works separately. The export work was entrusted to 'JAC' and import was entrusted to AIRGO. Both the companies worked for 5 years till 12.04.2002 and the claimants had also worked for these companies continuously under the direction of 'AAI'. The 'HAWK' was working in export division since 18.10.2007 and the claimants/workmen worked continuously with them without any interruption. This fact is not denied by 'JAC' and 'HAWK' in their written statement. The 'AAI' which entered into the contract OMDA to supervise the entire work at airport with 'DIAL' is also not denied. The written statement of 'DIAL' and that of the 'HAWK' & 'JAC' unravel that they in consensus with the 'DIAL', in the garb of domestic enquiry terminated the services of workers as the 'DIAL' wanted to get rid of the present workmen/claimants and to make fresh recruitments on its own. This was complained to the Assistant Labour Commissioner who issued direction not to initiate enquiry against any of the workmen of both the managements of 'JAC' and 'HAWK'.

#### AAI/DIAL and HAWK & JAC : Their co-relations

18. The Para 2 of the above preferred letter of the IGI refers the notice given by the workmen/claimants and their union as such the requirement of Section 22 of the Industrial Dispute Act which pre-requisite is found fulfilled in the present case. In the aforesaid letter the another fact of subordination and internal co-relation of the 'AAI' with



opposite parties 'HAWK' & 'JAC' is also admitted that the export handling agency is 'HAWK' and the import handling agency is 'JAC'. Relating back the above stated things with regard to 'HAWK' & 'JAC' both the agencies in subordination to 'AAI' with Para 3 of the judgement under the head "Factual Matrix", this is to be reiterated that both the above agencies terminated the services of workmen concerned on the ground of misconduct. At this juncture this would be pertinent to mention that in between 'AAI' and two agencies 'HAWK' & 'JAC' there is 'DIAL' which is proved to be an appendage to do the administration of affairs at IGI on behalf of IGI. The MW5 Sh. Vishwani Dev, Manager HR of DIAL in his oral statement in the course of cross examination has stated on oath on July, 2019 before the tribunal, "I am aware of the contents of the OMDA signed by Delhi International Airport Ltd. and Airport Authority of India." ... OMDA says about operation, administration, management and development at IGI. Another management witness MW6 Sh. Ravi Anupam Baa, Manager HR, AAI states on oath, "I know about OMDA. It is correct that Delhi International Airport Ltd. (DIAL) has been entrusted in a contract for supervision, operation, management, development and administration of the work carried on the airport by the IGI." As such the management witnesses have admitted the internal relation of the opposite parties with each other and proved IGI is the principal employer DIAL is in contract with IGI under OMDA for all purposes i.e. supervision, operation, management and administration and for the purpose to facilitate the export and import activities of cargo it had entered into contract with sub-contractors 'HAWK' & 'JAC' who in turn have engaged the workmen who were working since earlier aforesaid works of IGI & DIAL. The IGI is therefore established as the principal employer of all the workmen concerned in the present case. The IGI, who through DIAL administered the business of a public utility services at the airport namely export and import of cargo which was being done by the present workmen/claimants concerned. In the present case, they had notified their grievances and warning for staging a *dharna* in this regard at IGI.

19. All the workmen with regard to whom the reference by the appropriate government is received to this Tribunal have separately filed their statement of claim. On going through all such statement of claims the tribunal has found almost similar version of pleadings with *mutatis mutandis* changes as to their entry in services with the opposite parties, termination from services by the opposite parties 'JAC' or 'HAWK' as the case may be. Needless to state and reiterate all the material pleadings separately for each one of the claimants in view of the above similar basic facts of the claims and defence set forth against them. The Tribunal has gone through the written statements filed by the four managements/opposite parties as against each one of the separate claims of the workmen in the present Industrial Dispute and reference, none found with different versions than others.

#### Issues settled by the Tribunal for Adjudication on 22.08.2012

- (1) Whether enquiry conducted by M/s JAC Air Services or other managements as the case may be, against the claimants was just fair and proper?
- (2) Whether action initiated by M/s JAC Air Services or other managements, as the case may be, against the claimants amount to punishment for alleged misconduct, which ought to have been preceded by a domestic enquiry?
- (3) Whether the claims, filed by the claimants, are bad for misjoinder of parties? If yes, its effects.
- (4) Whether punishment awarded to the claimants commensurate their misconduct?
- (5) As in terms of reference.

The Tribunal held the Issue No. 1 as preliminary issue and called evidence of the parties thereon from the managements/opposite parties. After taking evidence at large the issue was decided.

#### Domestic enquiry, the Tribunal held vitiated

The Tribunal *vide* its order dated 25.01.2019 considered the entire facts pleaded by the parties to the Industrial Dispute in hand and the evidences led before it by the claimants and management opposite parties with regard to the alleged domestic enquiry. The relevant paras of the order dated 25.01.2019 passed by the then Presiding Officer on preliminary issues are being reproduced hereunder for the purpose of easy reference-

*"4. As per the record and submissions made by the A/R for the claimants, separate charge-sheets were issued by the Management M/s JAC Air Services against 13 Nos. of workmen Sh. Rajender Kumar, Mukesh Kumar, Jagtar Singh, Wazir Singh, Ran Singh, Raj Kumar, Suresh Kumar, Surrender, Dalbir Singh, Vijay Pal, Sanjay Kumar, Manoj Kumar and Sunil Kumar. The charge-sheets so served upon the workmen/claimants recite that on 02.04.2008 they deserted their duty point unauthorizedly, & found roaming around Import Section up & down and inciting workers to stop work. On 21.10.2005 they deserted their place of duty point unauthorizedly, took 5-6 workers alongwith them to meet GM(Cargo) who due to his pre-occupation, could not grant permission but they had forcefully tried to entered GM's room and shouted unnecessarily and created a scene in front of GM's office. Also instigated workers to stop work without any valid reason.*



- (a) On 11.07.2007, Sh. Raj Kumar had an altercation with Sh. Ram Chander, Loader No. 1193. Sh. Raj Kumar had abused him and used words against his caste etc.
- (b) On 12.10.2007 Sh. Raj Kumar alongwith Sh. Rajender Prasad Sharma had an altercation with Sh. Satish Kumar, Driver & Sh. Sunil, Supervisor.

5. Both the parties were granted opportunity to adduce evidence and the workmen in support of their case, examined themselves as WW1. Management, in order to prove the charges examined Sh. K.J. Rawtani as MW1. He has also proved enquiry report Ex.MW1/56 and other documents on record.

6. It is clear from evidence on record that charge sheet Ex.MW1/50 was served on the workman herein. Sh. A. Rajesh was appointed as Enquiry Officer to conduct the said enquiry. His report is Ex.MW1/56. On the basis of the above report, order of dismissal Ex.MW1/57 was passed against the workman herein.

7. It is evident from perusal of the record as well as statement of MW1, Sh. K.J. Rawtani that no opportunity was given to the workman herein to adduce evidence so as to rebut the various charges contained in the charge-sheet. When management, in its wisdom had decided to hold regular enquiry against the workmen herein, in that eventuality it was incumbent on the management to have afforded an opportunity to the workmen herein to adduce evidence on the various charges made against them. It is also admitted that no preliminary enquiry was conducted against these claimants/workmen. Not only this, the workmen herein were not afforded an opportunity to cross-examine any witness of the Management. Rather, separate statements of the workmen herein were recorded during the course of domestic enquiry. There is nothing on record to prove that the workmen herein were supplied with all the relevant documents alongwith charge-sheet. There is a long line of decisions of the Hon'ble Apex Court that at the same time service of charge-sheet, management is required to provide to the charged officials all the documents alongwith list of witnesses who are sought to be examined during the course of domestic enquiry. Purpose of filing/providing of these documents is that fair opportunity is required to be afforded to the employee/workmen in a domestic enquiry. Since entire proceedings were admittedly conducted in a single day without affording opportunity to the workman to adduce evidence, as such, it has dealt a crippling blow to the principles of natural justice which are imperative part of enquiry. There is also a long line of decisions of Hon'ble Apex Court that every quasi-judicial or administrative authority is required to adhere to principles of natural justice while holding enquiry or passing any adverse order against an employee. Rules of natural justice are not codified nor they are unvarying in all circumstances. They may be summarized in one word as 'fairness'.

8. I have gone through the enquiry proceedings which clearly shows that the entire proceedings were conducted by the Enquiry Officer in a single day and no opportunity was given to the witness to cross-examine the witness examined by the management during the course of above enquiry. There is nothing on record to show that any opportunity was granted to the workman to adduce evidence in defence nor statement was recorded that the workmen herein does not want to adduce any evidence. There is no merit in the contention of the management that in view of admission of misconduct by the workman, there is no need to grant any opportunity to the workman to adduce evidence. It is well settled position in law that if opportunity has not been granted to the workman to cross-examine the witness examined by the department during the course of domestic enquiry, same would amount to serious lapse on the part of the department, which would vitiate the enquiry. Such an act could also be termed to be totally unfair and in violation of principles of natural justice.

9. In the case of **Sanjay Gupta Vs State of UP AIR 2014 SC 2982 Hon'ble Supreme Court** while considering the question of validity of domestic enquiry, held that opportunity to cross-examine the witness is an imperative component of natural justice or fair enquiry and denial of the same would result in setting aside the report.

10. Further, in case of **Union of India Vs Prakash Kumar (AIR 2009 SC 1375)**, it was held that if the disciplinary proceedings were not conducted fairly, presumption could be drawn that same caused prejudice to the charge-sheeted employee. In the case in hand also, as is clear from the facts discussed above, entire proceedings were

*conducted with tearing hurry by the management with a view to sack the workmen herein.*

*11. As a sequel to the above discussion, it is held that in the case in hand, enquiry against the workmen/claimants whose names found mentioned in para 4 above, was not conducted by the management in a fair & proper manner and principles of natural justice were not followed. As such, Issue no.1 is answered in favour of the workmen and against the management.”*

20. The order reproduced hereinabove from the order-sheets of the present I.D. case is not challenged in any superior court of law as such remains on record as binding order over the parties of the dispute the same shall be treated as part of the award.

21. In the present matter workmen concerned were terminated from their services solely on the charge of misconduct labelled against them for the reason their **participation in strike** Hon'ble judges of the apex court, Justice Krishna Iyer with Justice Desai in the case titled as '**Gujrat Steel Tubes Ltd And Others V. Gujrat Steel Tubes Mazdoor Sabha And Others**' (1980) 2 SCC 593, held: "The effect of the omission to hold enquiry is that the tribunal would have to consider not only whether there is a prima facie case but would have to decide for itself on the evidence adduced whether the charges have been made out. A defective enquiry in this connection stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the entire matter and the employer would have to satisfy the tribunal that on the facts the order of dismissal or discharge was proper. Therefore, the tribunal had full jurisdiction to adjudge de novo both guilt and punishment." Accordingly tribunal called the management to prove the charge of misconduct by its fresh evidences.

21. The rest of the issues settled by this tribunal on 22.08.2012 are now open to be adjudicated on merit. Testimonies of the witnesses of managements opposite parties were recorded. The managements produced following witnesses to prove the charges of misconduct in the second round of evidence in the year 2019-

- a) On behalf of JAC the witnesses in oral evidence produced were namely, Sh. K.J.Rawtani, Sh. Babu Ram, Sh. Naresh and Sh. Bijender Singh.
- b) On behalf of HAWK the witness in oral evidence produced was Sh. Subhash Chandra Bakshi.
- c) On behalf of DIAL the witness in oral evidence produced was Sh. Vishwani Dev.
- d) On behalf of AAI the witness in oral evidence produced was Sh. Ravi Anupam Baa.

22. Before going through the statements recorded in oral evidence of witness of the management it would be pertinent and relevant to mention the documentary evidences produced before the tribunal by the respective managements or opposite parties number 1, 2, 3 and 4 with the filing of the written statement as well as the fresh affidavits in second round of evidences produced by them after the decision by the tribunal over preliminary issue on 25.01.2019. On 13.07.2010 the management of opposite party-1 'JAC' produced a list of documentary evidence containing-

- 1) Copy of FIR dated 13.05.2008 against the workers,
- 2) Copy of letter dated 08.04.2008 from DIAL to the management no. 1
- 3) Email from DIAL to the management no. 1
- 4) Copy of order dated 09.05.2008 passed by the High Court in Civil Suit no. 839 of 2008 filed by DIAL against the workers of management no. 1
- 5) Copy of order dated 08.12.2008 passed by the High Court in Civil Suit no. 839 of 2008 above,
- 6) Copy of order dated 05.03.2010 by the High Court in writ petition (Criminal nom 158/2010) filed by workers for question of above FIR

The evidences documentary and oral both shall be appreciated and discussed where ever require.

## ARGUMENTS

23. Heard the arguments of learned Counsels representing their respective parties to the industrial dispute as 'Authorised Representatives'. Perused the pleadings of the parties, corresponding evidences and materials available on record, thrust of the arguments submitted by learned Counsel Mr. Vishwa Ranjan Kumar, Advocate on behalf of workmen/claimants was upon termination of services illegally and improperly with a view to get rid of the workmen in vengeance of their demand of permanence in service and regularisation through their labour union. The services of concerned workmen was having been utilised without interruption since their initial engagement at IGI by the AAI and they were kept as contractual labour for an extraordinary long period of over a decade or more in case of several workmen. Though no incident of misconduct ever reported against them they were victimized only on joining strike called on by labour union pursuing demand of regularization of contractual labours learned Counsel drew attention of

the tribunal towards the FIR placed in evidence by the JAC that the same is concerned with mutual scuffling amongst two employees which was not connected with strike but charged as misconduct for termination of service. The workmen who were parties to the incident mutually settled their differences and FIR was quashed by the court. The order of the court is perused by the tribunal with the contents of FIR. This is noted that management witness of JAC did not support the complaint against his colleague in cross examination, even the incident under the FIR is not entered into log book which is maintained and preserved by the management for entering the serious incident of misconduct. He illustrated charge sheets issued against the other claimants also which prominently consist of incident of joining strike and other incidents seem ornamental only as they are not shown entered in the log book. Moreover no log book is produced before the tribunal to prove charge of misconduct. Oral evidence of management wherein they did not support the allegations of misconduct made by the management against workmen witnesses is shown. Learned Counsel argued in context of the enquiry preceding the termination of service held by the tribunal vitiated and improper the termination order is illegal and baseless while the workmen concerned or blame less. They are entitled to be reinstated in service with full back wages and litigation cost with compensation. Learned Counsel for the opposite party the managements 'HAWK' and 'JAC' put vehemence on the fact the concerned workmen though were working directly under them but they did not recruit them. In their pleadings they have stated the workmen to be employees of 'DIAL' and 'AAI'. The action taken against the workmen for their alleged misconduct during strike was on the instructions of 'DIAL'. The email trial of the DIAL sent to the management of JAC is evidencing the said fact.

Learned counsel for the opposite parties argued that the witness K J Rawtani as mw1 has produced the log book to prove the participation of several workmen out of the claimant have participated in illegal strike, *dharna* and other activities like instigating other workmen also to join the strike and *dharna*. It is also argued that Sanjay Singh being appointed and worked as supervisor not workman under section 2 (s) of the I.D. Act. Some of the claimants are denied to be workman of the management but his is to be noted that no muster roll or attendance register is plead in support of the said plea.

24. Argument is done that if a workman is terminated even without enquiry or enquiry held is found defective, it is open to the employer to adduce evidence even for the first time before the tribunal to prove the charges. Reliance is placed on **Mohd. Azim V. Sarv UP Gramin Bank 2015 LLR 464 Delhi**. This is also to be noted that opposite parties have been given the said opportunity already, they availed and exhausted that.

In addition to the oral arguments, written argument is also submitted by the opposite parties wherein they relying on several judgements of High Courts and Supreme Court are cited in reliance. I gone through the judgements. Some of the workmen to whom they denied to be workmen as defined under section 2(s) of the I.D. Act but therein arguing so they ignored that those workmen are terminated from service by them only. Likewise the workman Sanjay Singh is denied to be workmen being supervisor but they ignore that section 2 (s) includes person involved in supervising work also and it is the nature of work than the nomenclature which attracts the employee within the definition of workmen. It is argued citing case laws that if termination is not found legal the terminated employee may be compensated in terms of money than reinstatement in services. This point of argument shall find discussion under the head reinstatement in succeeding paras.

## DISCUSSIONS

25. Before going through the facts of the case in hand and the evidence adduced before the tribunal on the aspect of the mass order of dismissal of workmen, their guilt and punishment awarded to them it would be pertinent to keep into mind the object of legislating the Industrial Dispute Act, 1947 and provisions of the Act relevant thereto.

### **Legislatives Aim of the Industrial Dispute Act, 1947 to maintain peaceful industrial relation**

26. There are two institutions for the prevention and settlement of industrial disputes provided in the Act namely the Works Committees consisting of representatives of employees and workmen, and Industrial Tribunal. Appropriate Government is empowered to require Work Committees to be constituted in every industrial establishment employing 100 workmen, or more and their duties will be to remove causes of friction between the employer and workmen in their day -to- day working of the establishment and to promote measures for securing amity and good relation between them. Industrial peace will be more enduring where it is founded on the voluntary settlement, and it is hoped that the works committees will render recourse to the remaining machinery provided for in the Act for the settlement of disputes infrequent. A reference to an Industrial Tribunal will lie where both the parties to an industrial dispute apply for it and also where the Appropriate Government considers it expedient to do so.

27. Another machinery to fulfil the above prime object of the Act is the provision of Conciliation Proceeding which is made compulsory in all dispute in the public utility services and optional in the case of other industrial establishments. The time limit for expeditious disposal is prescribed. The settlement if any arrived at in conciliation proceeding is made binding over the parties to the dispute for a period agreed between them or for one year if not agreed unless revoked.

28. There are some special provisions in the Act relating to prohibition of Strikes and Lock outs in the establishment during the pendency of conciliation or adjudicatory proceedings which are section 22 and 23 in the Act. Strike is defined in section 2(q) of the Act, which runs as follows-

### Strike

Section 2 (q) “Strike” means a cessation of works by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal, under a common understanding of any number of persons who are or have been so employed to continue to work or to accept employment.”

The apex court in Gujrat Steel Case (supra) observed in para 129, relevant portion of the para are quoted herein below-

“129: A selective study of the case law is proper at this place. Before we do this, a few words on the basis of the right to strike and progressive legal thinking led by constitutional guidelines is necessitous. The right to unionise, the right to strike as part of the collective bargaining and subject to the legality and humanity of the situation, the right of the weaker group viz. labour, to pressure the stronger party viz. capital, to negotiate and render justice, are processes recognised by industrial jurisprudence and supported by Social Justice. While society itself, in its basic needs of existence, may not be held to ransom in the name of the right to bargain and strikers must obey civilised norms in the battle and not be vulgar or violent handlooms industry, represented by intransigent managements, may well be made to reel into reason by the strike weapon and cannot then sequel or wail and complain of loss of profits or other ill-effects but must negotiate or get a reference made. The broad basis is that workers are weaker although they are the producers and their struggle to better their lot has the sanction of the rule of law. Unions and strikes are no more conspiracies than professions and political parties are, and, being far weaker, need succour. Part IV of the Constitution, read with Article 19, sows the seeds of this burgeoning jurisprudence. The Gandhian quote at the beginning of this judgement sets the tone of economic equity in industry of course, adventurist, extremist, extraneously and puerile strikes, absurdly insane persistence and violent or scorched earth policies boomerang and are anathema for the law. Within these parameters the right to strike is integral to collective bargaining.”

Further para 133 of the Gujrat Steel judgement (ibid) is also important to be read for understanding justification of a strike. Para 133 is reproduced here in below-

“133: I Swadeshi Industries Ltd. Vs Workmen, the management, after holding that the strike was illegal, terminated the services of 230 workmen without framing any charge-sheet or holding any enquiry. It was contended that the strike was not legal. The Court observed that collective bargaining for securing improvement on matters like basic pay, dearness allowance, bonus, provident fund and gratuity leave and holidays was the primary object of trade union and when demands like these were put forward and thereafter a strike was resorted to in an attempt to induce the company to agree to the demands or at least to open negotiations the strike must prima facie be considered justified. As the order of the termination was found to be illegal it was held that reinstatement with back wages must follow as a matter of course, not necessarily because new hands had not been inducted”.

### Evidence as to the demand of regularization and permanence in service

29. The management/opposite party no. 2 HAWK's witness Sh. Subhash Chandra Bakshi submitted his affidavit in evidence in examination-in-chief as the authorised representative in the second round of evidence after the decision over preliminary issue on 14.11.2022. He deposed that the 'HAWK' was neither in existence in the year 1992 nor had taken the workmen into its employment at any point of time. The witness further states that 'HAWK' has informed termination of the services of the claimants/workmen concerned. The witness firmly states on oath that the claimants/workmen were well aware that their employer was AAI/DIAL and that is why their labour union vide charter of demands dated 10.03.2008 and 11.03.2008 had approached to them i.e. 'DIAL' have received of their demands. The said demand letter annexed and marked at Ex MW1/3 & Ex MW1/4. It is further deposed that the workmen concerned approached the 'AAI' 'their employer', with charter of demands seeking regularization of their services dated 31.03.2008 which is annexed and marked as Ex MW1/5. The witness further states that 'HAWK' informed the Bureau of Civil Aviation Security (BCAS) that it had stopped working as ground handling contractor at IGI Airport with effect from 01.01.2010 therefore need not any security passes. The said letter is annexed and marked as Ex MW1/6 in the evidence. The 'HAWK' was a contractor during the period from Oct 2007 till 31.12.2009 and is not in existence at present. The witness lastly impressed on the point, "the workmen concerned are employees of 'AAI' and still continue to be in service with the said authority."

30. In march with the aim and object of the Act to endure peaceful industrial relation sections 10(3) and 10 A (4 A) of the act provide that the Appropriate Government in case, has referred an industrial dispute for adjudication to industrial tribunal, may by order prohibit the continuance of any strike or lock-out in connection with such dispute

which may be in existence on the date of the reference. Further there is provisions regarding the circumstances in which a strike may be declared illegal. Section 22, 23 and 24 of the Act are quoted here under-

*Section “22. Prohibition of strikes and lock-outs-.*

*(1) No person employed in a public utility service shall go on strike in breach of contract-*

- (a) without giving to the employer notice of strike, as hereinafter provided, within six weeks before striking; or*
- (b) within fourteen days of giving such notice; or*
- (c) before the expiry of the date of strike specified in any such notice as aforesaid; or*
- (d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.*

*(2) No employer carrying on any public utility service shall lock-out any of his workmen-*

- (a) without giving them notice of lock-out as hereinafter provided, within six weeks before locking-out; or*
- (b) within fourteen days of giving such notice; or*
- (c) before the expiry of the date of lock-out specified in any such notice as aforesaid; or*
- (d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.*

*(3) The notice of lock-out or strike under this section shall not be necessary where there is already in existence a strike or, as the case may be, lock-out in the public utility service, but the employer shall send intimation of such lock-out or strike on the day on which it is declared, to such authority as may be specified by the appropriate Government either generally or for a particular area or for a particular class of public utility services.*

*(4) The notice of strike referred to in sub-section (1) shall be given by such number of persons to such person or persons and in such manner as may be prescribed.*

*(5) The notice of lock-out referred to in sub-section (2) shall be given in such manner as may be prescribed.*

*(6) If on any day an employer receives from any person employed by him any such notices as are referred to in sub-section (1) or gives to any persons employed by him any such notices as are referred to in sub-section (2), he shall within five days thereof report to the appropriate Government or to such authority as that Government may prescribe, the number of such notices received or given on that day.”*

*Section “23. General prohibition of strikes and lock-outs.- No workman who is employed in any industrial establishment shall go on strike in breach of contract and no employer of any such workman shall declare a lock-out-*

- (a) during the pendency of conciliation proceedings before a Board and seven days after the conclusion of such proceedings;*
- (b) during the pendency of proceedings before 1[a Labour Court, Tribunal or National Tribunal] and two months after the conclusion of such proceedings; 2[\*\*\*]*
- 3[(bb) during the pendency of arbitration proceedings before an arbitrator and two months after the conclusion of such proceedings, where a notification has been issued under subsection (3-A) of Section 10-A; or]*
- (c) during any period in which a settlement or award is in operation in respect of any of the matters covered by the settlement or award.”*

*Section “24. Illegal strikes and lock-outs.- (1) A strike or a lock-out shall be illegal if-*

- (i) it is commenced or declared in contravention of Section 22 or Section 23; or*
- (ii) it is continued in contravention of an order made under subsection (3) of Section 10 4[or sub-section (4-A) of Section 10-A]*

*(2) Where a strike or lock-out in pursuance of an industrial dispute has already commenced and is in existence at the time of the reference of the dispute to a Board, 5[an arbitrator,] 6[a Labour*

*Court, Tribunal or National Tribunal], the continuance of such strike or lock-out shall not be deemed to be illegal, provided that such strike or lock-out was not at its commencement in contravention of the provisions of this Act or the continuance thereof was not prohibited under subsection (3) of Sec.10 7[or sub- section 4(A) of Section 10-A].*

*(3) A lock-out declared in consequence of an illegal strike or a strike declared in consequence of an illegal lock-out shall not be deemed to be illegal.”*

### **Public utility services: whether cargo facility service on an Airport is public utility service**

31. Public utility services generally are facilities provided by the Government, which are essential to a citizen's needs. For instance, these services include the supply of water, electricity, the postal system, the banking, railways, etc. Such services are enumerated in the Industrial Dispute Act to control the affairs of workmen involved in providing such services. Section 2(n) of the act defines-

2(n): “public utility service” means-

(i) any railway service 5[or any transport service for the carriage of passengers or goods by air;]

*[(ia) any service in, or in connection with the working of, any major port or dock;]*

(ii) any section of an industrial establishment, on the working of which the safety of the establishment or the workmen employed therein depends;

(iii) any postal, telegraph or telephone service;

(iv) any industry which supplies power, light or water to the public;

(v) any system of public conservancy or sanitation;

(vi) any industry specified in the 7[First Schedule] which the appropriate Government may, if satisfied that public emergency or public interest so requires, by notification in the Official Gazette, declare to be a public utility service for the purposes of this Act, for such period as may be specified in the notification: Provided that the period so specified shall not, in the first instance, exceed six months but may, by a like notification, be extended from time to time, by any period not exceeding six months, at any one time, if in the opinion of the appropriate Government, public emergency or public interest requires such extension.

32. In U.P. State **Bridge Corporation Ltd. V. The U. P. Rajya Setu Nigam Sanyukt Karmchari Sangh (2004) 4 SCC 268**, the apex court held that under section 22 of the Act a notice of strike is required only in the case of any public utility service, Lifting and carrying the goods in air transportation at all airports is an essential service for passengers and comes within the ambit of “public utility service “as defined and enumerated in the Industrial Dispute Act. In the present case before this tribunal, it is admitted that the workmen/claimants concerned and their union namely, ‘Contract Mazdoor Union’ had served notice to the management with regard to their grievances and to hold a *dharna* at cargo terminal of the IGI. The letter dated 07.05.2008 authored by Captain Dharmender Yadav, Associate General Manager (Security) of the IGI. The said letter (reference no. IGIA/CGO/SEC/1417/294 dated 07.05.2008) placed on record is admitted and un rebutted by the opposition parties. The second para of the said letter is reproduced hereunder:

*“It has been learnt that some of the workers of the handling agencies in Export & Import affiliated to “Contract Mazdoor Union” shall be holding a dharna at Cargo Terminal (copy of the notice by Contract Mazdoor Union is enclosed). Very limited number of workers of handling agencies in export & import workers are affiliated to “Contract Mazdoor Union” and this percentage must be 7-8 per cent only. Most of the workers are affiliated to CITU. The Export handling agency is M/s HAWK Cargo Services & the Import handling agency is M/s JAC Air Services Pvt. Ltd.”*

### **Fact of strike at the airport and evidence as to the mass strike, it's legality and justification-**

33. First of all the tribunal is of the opinion that it should be probed on the facts and evidences on record that the answering managements were handling the work of cargo lifting, loading and unloading of them to and from aircrafts at both the spot meant for export and import in the airport premises through workmen in a manner as prescribed in the Industrial Dispute Act? The statement of claim when assert and pleads that the workmen were duly selected and engaged in the airport premises more than decade of years ago on contractual basis paying them wages at the rate of Minimum Wages Act by then existing competent authority which transformed itself subsequently as the Airport Authority of India and kept continued as such through various contractors of their choice even since before the coming into existence of answering contractors the managements of JAC, HAWK or DIAL. All answering managements have filed written statements of their defence but none of them have denied the above stated facts pleaded in the claim of the workmen. However, they have shirked off their role in engaging the workmen on their own and asserted the continued engagement of the claimants/workmen since entering into contract with ‘DIAL’ and utilization of the services of those workmen as they were doing since before.



34. The workmen were eager of their regularization and permanence in service with the management. It also comes out from the pleading of 'DIAL' and 'AAI' also that the work of managing total affairs of the IGI Airport was completely entrusted by 'AAI' to the 'DIAL'. Managements of 'JAC' and 'HAWK' plead that they were working under the instructions of 'DIAL'. 'AAI' and 'DIAL' both were to face applicability of CLRA Act, 1971 over the establishment and issue of sham contracts in respect of the contractual workmen engaged in cargo facility services in the premises of IGI Airport through the contractors 'JAC' and 'HAWK'. All the answering management were planning to get rid of the claimants/workmen which sounds from the pleading of 'DIAL' which discloses that they wanted to recruit new workers for their business of cargo facility on their own and to appoint them in the airport. These circumstances seem to have caused unrest in workmen and in apprehension of losing their job they became insisting regularization and permanency in service to secure their source of livelihood.

35. It further comes out from the facts and evidence that the management had deliberately employed the claimants/ workmen on contract basis for performing the regular nature of job solely for the purpose of denying them the status and salary of regular and permanent employee. The management witness had admitted that their job was perennial in nature and continuing regularly.

36. Undoubtedly in the above situation keeping the workmen as contractual labour in service of the airport for a considerable length of time of more than decades amounted **UNFAIR LABOUR PRACTICE** as defined in the section 2(ra) of the Industrial Dispute Act, 1947 read with item no. 10 of the 5<sup>th</sup> schedule. In the case titled as **Chief Conservator of Forest & Others V. Jagannath Maruti Kondhare & Others, (1996) 2 SCC 293**, the apex court has held:

“22 : We have given our due thought to the aforesaid rival contentions and, according to us, the object of the State Act, inter alia, being prevention of certain unfair labour practices, the same would be thwarted or get frustrated if such a burden is placed on a workman which he cannot reasonably discharge, in our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the industrial Court of Pune (15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants.”

37. The nature of engagement of the workmen/claimants concerned in the establishment of IGI for the work of export and import of cargo at the airport is contractual. Their status as such contractual workmen is established to have commenced from the year stated in the Column 4 of the Charts A & B appended with Para 3 of the judgement. Some of the workmen were continuing since 1995, 1997, 1998 whereas some like Anjali Kumar, Shiv Kumar, Paras Nath Yadav, Surjeet Singh, R.P. Sharma, Dharmender, Sanjay, Surma Singh were continuing since 1986, 1990, 1991, 1986, 1992, 1993, 1995, 1998 respectively. Their termination in the year 2008 as shown in Column 6 of the aforesaid charts A & B of Para 3 itself show that such workers were kept continued as contractual workers unreasonably without regularization or permanency in service for more or less 20 years from the date of their initial engagement. This is quite unlawful in view of the provisions of the Industrial Dispute Act whereas a workman who has completed a continuous service for about 240 days or more in a calendar year is entitled to be regularized in service subject to the service rules.

38. In the present case the management of all the 4 opposite parties has nowhere stated in their pleadings that they have service rules approved by the competent authority. Therefore, they had to be governed by the Industrial Dispute Act and Industrial Employment (Standing Orders) Act, 1946. Non regularization of service of such workmen have caused them loss of regular pay-scale. The Industrial Employment (Standing Orders) Central Rules also provides the responsibility of employer for maintenance of service record confirmation of the workmen and fixation of the age of retirement alongwith medical aid and other allowances payable to the workmen in their service tenure. It also provides the rules as to termination of employment and disciplinary action for misconduct. In the absence of any draft standing order/service rules approved by the competent authority under the Industrial Employment (Standing Orders) Act, 1946 the workmen concerned in the present case naturally had living in the apprehension of insecurity with regard to their services and therefore they were aspirant since a long for their regularization and permanency in service. If they notified their grievances to the management and demanded for their permanency and requisition in

services with other facilities and expecting suitable amends to be done by the management they were fully justified to notify their intention to go on strike/staging *dharna* in their workplace to draw the attention of the management/employer. Such an intent on the part of the workmen concerned may not be taken as illegal or unjustified.

39. It also does not come out from the pleadings and evidence of the opposite parties/managements that whether they had taken ever any step to regularize those contractual workmen who were engaged by them for a permanent and perennial nature of work in their establishment whether they had any scheme for their requisition. Even this has also not been stated that the management ever had regularized any number of their contractual workmen who were working for the last 20 years or more regularly in the same nature of work in their establishment. Therefore, it is established fact that the establishment of the opposite parties IGI & others did not heed to the genuine grievances of their contractual workmen and when they raised voice against such an inaction, negligence or non-compliance of the legal provisions under the Industrial Dispute Act, Industrial Employment (Standing Orders) Act, Contract Labour (Abolition and Regularization) Act, 1971 etc. To the contrary, they opted to suspend such employees against which the workmen and their union came in protest in mass which is evident from the letter dated 07.05.2008 of Captain Dharmender Yadav, Associate General Manager (Security) of IGI already discussed hereinabove.

**The grievance of the workmen concerned why not fulfilled by the management? “not answered” and the lightening call of strike**

40. The management took a harsh action of the notice sent by the Mazdoor Union and took harsh steps on taking the help of police requesting the Station House Officer Police Station, IGI Airport Terminal them to conciliate the matter with the aggrieved workmen and their Mazdoor Union. On the record of tribunal there is a First Information Report (FIR) lodged before the management of JAC of an incident of a fracas in the premises of IGI Airport at cargo Gate No. 2 with driver of a vehicle owned by JAC namely, Sh. Bijender Singh S/o Sh. Jaipal Singh with some of the workmen concerned. The witness of the IGI and DIAL MW3 Sh. Naresh, Assistant Manager, JAC has not owned during his cross examination the said FIR. He states, “no police complaint was made or FIR filed”. This statement dated 05.07.2019 is recorded in second turn of recording evidence after the enquiry was vitiated and set aside by this tribunal calling management to prove the charges against the workmen concerned. He further states, “I was present when strike was called and the work was halted. I don’t know what action was taken against the three persons in the crowd namely, Sh. Jai Bhagwan, Sh. Rajinder Singh and Sh. Kishan Chand”.

41. In pleadings of the opposite parties/managements 1-4 of this industrial dispute case nowhere none of them has stated about the reason or impediments in not regularizing or benefitting the workmen with permanence in service though they were continuously, regularly and without any interruption in their service utilized the services of those workmen. There is no evidence of this effect that when on charge of strike the concerned workmen were suspended and a dispute arose in the establishment the management had averred made efforts to solve the dispute by means of conciliation. When the matter was raised as industrial dispute by the workmen through their union the management did not take steps for redressal. The oral/documentary evidence produced before the tribunal further shows that the management pretended to institute an enquiry against workmen and proceed it further irregularly by reason of which when workmen raised industrial dispute before the Labour Officers process of conciliation was called for and the managements were restrained from proceeding with the enquiry. They did not cooperate and participate in the conciliation proceeding and ultimately terminated the services of workmen. This would be pertinent to state at this stage that in the present industrial dispute case the tribunal after framing the issue of aforesaid enquiry whether vitiated as vide order dated 05.07.2019 held the enquiry vitiated. From the evidence on record considered by the tribunal it is found established that:-

1. The managements/opposite parties had not heeded to the grievances of workmen concerned prior to the industrial dispute is raised and kept them in unfair labour practice as contractual labour for extraordinary long period of time, say more or less two decades.
2. When notice of staging *dharna* was given by the workmen the management did not heed to address the grievance and fulfilled the demands but against the spirit of Industrial Dispute Act went into litigation unnecessarily in the course so as to make them unapproachable and irreconcilable to the workmen.
3. When industrial dispute was raised with regard to the suspension and termination of the workmen on the charge of strike the management did not cooperate and concede to the direction of conciliation officer.

The facts and evidence brought on record by the parties tend to prove and establish that on the one hand when the so called lightening call of strike and notice to staging *dharna* with regard to the grievance raised before the management seems to be just and rightful as well as in accordance with Section 22, 23 and 24 of the Industrial Dispute Act the reaction of the management seems to have been harsh, non-compromising, irreconcilable and unjust. The management did not notify any restraint over strike, staging *dharna* etc. by the workmen as per the provisions of Section 22, 23 and 24 of the Industrial Dispute Act.



**Participation in strike whether MISCONDUCT per se**

42. The workmen Suresh, Dalbir Singh, Ran Singh are charged of inciting other workmen to join the strike. Workmen Vijay Pal, Sanjay Kumar, Sunil Kumar and Mukesh Kumar are charged to have deserted from duty to sat on *dharna* and incited the other workmen also to join the strike. Workman Wazer Singh is charged of absconding from duty on 31.03. 2008 and indulged in misrepresenting and inciting the other workmen to join the strike On 1.4.2008 despite the request of JAC management refused to report on duty which is a gross misconduct. Likewise workman Jagtar Singh is charged with deserting the duty on 01.04.2008, 02.04.2008, 17.04.2008 without permission and on when deserted duty on 08.05.2008 he sat on *dharna* till 13.05.2008 and despite appeal of the management did not heed to report on duty which amounts to serious misconduct. The workman Raj Kumar is charged of deserting duty on 02.04.2008 roamed here and there at import terminal inciting other workmen also to join the strike. Charge of some other incident of fracas with Satish Kumar(driver) and Sunil (supervisor). He is charged of abusing and uttering cast related abusive words to loader Ramchander. He is further charged with other incident of forcibly entering the office of GM with 5-6 other workmen in an attempt to misbehave with him on 21.10.2005. Likewise workman Manoj Kumar is accused of distorting of facts and indulging in falsehood, com accident by fast driving of forklift and causing thereby damage. He is charged with mainly absconding from duty and joining the strike on 08.05.2008 and of enticing other workmen to join the strike.

43. The incidents which are made basis of charges labelled against workmen concerned were stated by the management to amount serious and gross misconduct which if proved by evidence in the enquiry shall be sufficient to ensue punishment of termination of service. Enquiry is held vitiated and struck off by the tribunal. The management was required to prove the charges before the tribunal. In evidence the management failed to produce before the tribunal muster roll or attendance register which they were duty bound to maintain and preserve under the provisions of model standing order in accordance with the Industrial Employment Standing Order Act, 1946, Management witnesses refused to have any such document. In the absence of muster roll or attendance register the allegation of absconding from or deserting duty is not found proved.

44. MW3 Naresh an assistant manager of JAC on having been confronted in cross examination told about workmen Jai Bhagwan, Rajender Singh and Krishan Chand that they were present in the crowd of strike. He has not assigned to them active role in sabotaging or other kind of violence in strike. Though he denied the suggestion that he deposed in affidavit of examination in chief falsely to make the management's case good against the workmen and defeat the interest of the workmen but has not supported the contents of paras 8, 9, and 10 of the said affidavit which alleges act of misconduct. He told that action against the above workmen was initiated on receiving the complaint from 'DIAL' relating the incident of which he is not aware.

45. MW1 K J Rawtani in the capacity of executive director when produced in cross examination before the tribunal as a witness of misconduct labelled against workmen, when confronted, answered on 10.04.2019 that entries in the log book are made only in respect of serious matter and not in respect of petty matters. He further stated that there is no entry of incident dated 08.05.2008 and of date 13.05.2008 in the log book. This witness admits that he is not witness of those incidents nor he was interrogated by the police about them. He further states that FIR of that incident is quashed by the court but expresses his unawareness about compromise if any arrived between the parties to the incident. With regard to the same incident amounting to misconduct another management witness MW2 namely Baboo Ram and MW3 Naresh though assert that the said incident of 13.05.2008 was entered in the log book but copy of that is not brought on record in evidence before the tribunal because the same was not available as such the witnesses remained unsuccessful in proving that charge of misconduct. It would be noted that above incidents are said by the management serious misconduct but in their turn to prove the same before the tribunal they failed to do so. Mostly, witnesses of management stated the role of concerned workmen to have been seen in the crowd of strike or joining the *dharna* but none of them assigned them role of masterminding strike or actively involved in sabotage or other kind of violence on their part.

46. Even if the strike is illegal, it cannot be castigated as unjustified unless the reason for it are entirely perverse or unreasonable. If misconduct was basic to the dismissal and no enquiry precedent to the dismissal was made the story did not end there in favour of the workmen. The law is well settled that the management may still satisfy the tribunal about the misconduct.

47. Mere failure to report on duty when a strike is going on does not per se amount misconduct many a workman may under the fear of mob's ire and fury remain absent. In the absence of active and violent participation in strike one cannot be held guilty of misconduct merely for remaining absent from duty during strike. Punishment of dismissal from service for passive participation even in illegal or unjustified strike by not reporting on duty is improper. In the present case the tribunal has already held that the strike for which the present workmen were arraigned with the charge of misconduct was not illegal and unjustified. Hon'ble the apex court in **Gujrat Steels Case** (supra) has "there must be active individual excess such as master minding the unjustified aspects of the strike, e.g., violence, sabotage or other reprehensible role. In the absence of such gravamen in the accusation, the extreme economic penalty of discharge from service is wrong"

48. The issue number 2 is answered that since the termination of services of the claimant workmen concerned is not simpliciter discharge from services but punitive in nature on charges of misconduct in relation to strike allegedly called by them illegally, unauthorised absence from duty, instigating other workmen to follow the strike and incident of violent fracas etc. as their charges labelled against them show, there needed a full-fledged proper domestic enquiry which was found not done by this tribunal in its order dated 25.01.2019. This tribunal has found in its discussions on facts and evidences brought on record that domestic enquiry done by the management was not proper and vitiated. As such there is no enquiry prior to punishment of termination from service of the concerned workmen.

49. A defective enquiry stands on the same footing as no enquiry, even then the tribunal provided the management to prove before it whether the charge of misconduct and other guilts labelled against the workmen claimants are made out. The management witnesses absolutely failed to prove the charges and therefore tribunal satisfied and reached at conclusion that on facts the order terminating the services of workmen is bad and liable to be set aside and struck off. The issue number 3 is decided accordingly.

#### **Reinstatement in service and payment of full back wages**

50. Since the termination of service is found bad and illegal the rule is simple that discretion to deny reinstatement or pare down the quantum of back wages is absent save for exceptional reasons. In **Hindustan Tin Works Vs. Employees. (1979) 2 SCC 80** the Hon'ble apex court's view is relied in the case of Gujrat Steel (supra) is found reliance in para 150 quoted here under-

*"150: Another facet of the relief turns on the demand for full back wages. Certainly, the normal rule, on reinstatement, is full back wages since the order of termination is non est. even so, the industrial court may well slice off a part if the workmen are not wholly blameless or the strike is illegal and unjustified. To what extent wages for the long interregnum should be paid is, therefore, a variable dependent on a complex of circumstances.*

51. In the present case it is neither pleaded nor proved by evidence of management that the workmen concerned were engaged at any point of time after their termination of service in any other gainful employment. Any charge of misconduct is not proved in the proceeding before the tribunal by the management witnesses therefore they are proved blameless more over their strike is not held by this tribunal illegal and unjustified which entitles them to be reinstated with full back wages without slicing any portion thereof or without paring down the quantum of total back wages. In this regard the tribunal placed reliance on the view taken by the apex court in **Gujrat Steel case(supra)** para 143 of the judgement is quoted hereunder with due regard-

*"143: Dealing with the complex of considerations bearing on payment of back wages the new perspective emerging from Article 43-A cannot be missed, as explained in Hindustan Tin Works. Labour is no more a mere factor in production but a partner in industry, conceptually speaking, and less than full back wages is a sacrifice by those who cannot best afford and cannot be demanded by those, who at least sacrifice their large "wages" though can best afford, if financial constraint is the ground urged by the latter (Management) as inability to pay fullback pay to the former. The morality of law and the constitutional mutation implied in Article 43-A bring about a new equation in industrial relations. Anyway, in Hindustan Tin Works case, 75% of the past wages was directed to be paid. Travelling over the same ground by going through every precedent is supererogatory and we hold the rule is simple that the discretion to deny reinstatement or pare down the quantum of back wages is absent save for exceptional reasons.*

In the case of the **Gujrat steel (supra)** the apex court discussed the view propounded in the case of **Hindustan Tin Works (supra)** as below-

*"142: The recent case of Hindustan Tin Works v. Its Employees (1) sets out the rule on reinstatement and back wages when the order of this Court, et al, deal with this subject:*

*"It is no more open to debate that in the field of industrial jurisprudence a declaration can be given that the termination of service is bad and the workman continues to be in service. The spectre of common law doctrine that contract of personal service cannot be specifically enforced or the doctrine of mitigation of damages does not haunt this branch of law. The relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the employer is found to be in the wrong as a result of which the workman is directed to be reinstated, the employer could not shirk his responsibility of paying the wages which the workmen has been deprived of by the illegal or invalid action of the employer. Speaking realistically, where termination of service is questioned as invalid or illegal and the workman has to go through the gamut of litigation, his capacity to sustain himself throughout the protracted litigation is itself such an awesome factor that he may not survive to see the day when law's proverbial delay has become stupefying. If after such a protracted time and energy consuming litigation during which period the*

*workman just sustains himself, ultimately he is to be told that though he will be reinstated, he will be denied the back wages which would be due to him, the workman would be subjected to a sort of penalty for no fault of his and it is wholly undeserved. Ordinarily therefore, a workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. That is the normal rule. Any other view would be a premium on the unwarranted litigative activity of the employer. If the employer terminates the service illegally and the termination is motivated as in this case, viz., to resist the workmen's demand for revision of wages, the termination may well amount to unfair labour practice. In such circumstances reinstatement being the normal rule it should be followed with full back wages. Articles 41 and 43 of the Constitution would assist us in reaching a just conclusion in this respect..... In the very nature of things there cannot be a strait-jacket formula for awarding relief of back wages. All relevant considerations will enter the verdict. More or less, it would be a motion addressed to the discretion of the Tribunal. Full back wages would be the normal rule and the party objecting to it must establish the circumstances necessitating departure. At that stage the Tribunal will exercise its discretion keeping in view all the relevant circumstances.*

### ENTITLEMENT FOR FULL BACK WAGES

52. It has been elaborated and explained by the apex court in *Gujrat Steel's case* (supra) why in case where mis conduct could not be proved and termination from services is held illegal the workmen is entitled to be reinstated in service with full back wages. Paras 149 and 150 are quoted here under-

*"149: Even so, during the several years of the pendency of the dispute, surely some workmen would have secured employment elsewhere as was conceded by counsel at a certain stage, and it is not equitable to recall them merely to vindicate the law especially when new workmen already in precarious service may have to be evicted to accommodate them. In the course of the debate at the Bar we gained the impression that somewhere around a hundred workmen are likely to be alternatively employed. Hopefully, there is no hazard in this guess.*

*"150: Another facet of the relief turns on the demand for full back wages. Certainly, the normal rule, on reinstatement, is full back wages since the order of termination is non est. even so, the industrial court may well slice off a part if the workmen are not wholly blameless or the strike is illegal and unjustified. To what extent wages for the long interregnum should be paid is, therefore, a variable dependent on a complex of circumstances.*

53. All the managements who are made parties in the statement of claim are necessary parties for the adjudication of the industrial dispute referred to this tribunal. On facts and evidence this has been conclusively held in preceding paras that 'AAI' is the principal employer in connection with the claimants/workmen concerned and the 'DIAL' though independently incorporated and registered as company but has no other business than to work as necessary appendages of the 'AAI' under OMDA, it is none the less principal employer with 'AAI'. 'DIAL' and 'AAI' for the purpose of administration, governance of all the affairs of IGI airport have the same and in severable interest and liability jointly and severally. 'HAWK' and 'JAC' are their sub-contractors bound to work under their instruction. The issue number 3 therefore answered that the claim is not suffering with defect of misjoinder of party.

54. In the words of **Justice V R Krishna Iyer** spoken in the case of *Gujrat Steel* (supra) every litigation has a moral and the foremost being that the economics of law is the essence of labour jurisprudence.

Before that, I depart discussions and proclaim award in conclusion would like to cite para 5 of the judgement in *Gujrat Steel Case* (supra) authored by **Justice Krishna Iyer**:

*"5: Gandhiji, to whom the Arbitrator has adverted in passing in his award, way back in March 1946, wrote on Capitalism and Strikes in the Harijan:*

*"How should capital behave when labour strikes? This question is in the air and has great importance at the present moment. One way is that of suppression named or nicknamed 'American'. It consists in suppression of labour through organized goondaism. Everybody would consider this as wrong and destructive. The other way, right and honourable, consists in considering every strike on its merits and giving labour its due – not what capital considers as due, but what labour itself would so consider and enlightened public opinion acclaims as just-...*

*In my opinion, employers and employed are equal partners even if employees are not considered superior. But what we see today is the reverse. The reason is that the employers harness intelligence on their side. They have the superior advantage which concentration of capital brings with it, and they know how to make use of it...Whilst capital in India is fairly organized, labour is still in a more or less disorganized condition in spite of Unions and Federation. Therefore, it lacks the power that true combination gives.*

*Hence, my advice to the employers would be that they should willingly regard workers as the real owners of the concerns which they fancy, they have created."*

### AWARD

Reaching at conclusion arrived on the basis of discussions made herein above the reference of industrial dispute is adjudicated and answered that the 'AAI' and 'DIAL' are jointly and severally liable for illegal termination of services of the workmen claimants and consequent thereupon they are made bound with the following terms and direction under the AWARD that-

- (a) The termination of services of all the 23 workmen/claimants detailed and described in the charts A & B appended with para 3 of the judgement done by the management of the opposite parties 1 to 4 on dates shown in column. 6 of the above charts are held here by bad in law and illegal consequent thereupon the same are set aside and struck off.
- (b) All the claimants/workmen are held hereby entitled to be reinstated forthwith in services by the 'AAI' and 'DIAL' with all consequential benefits of seniority, wages/salary and other emoluments payable under law to workmen of the 'AAI'.
- (c) The claimants/ workmen shall be entitled to full back wages without slicing or pare down it' quantum. the 'AAI' and 'DIAL' are directed to pay off the entire arrear of back wages as awarded above to each and every claimant/workman within 30 days from the date of award otherwise in case of failure to pay of the same within aforesaid prescribed they shall be liable to pay interest at the rate of 6% per annum from the date of their accrual. And in case of failure to comply with the award the same shall be recoverable as land revenue.
- (d) The 'AAI' and 'DIAL' are directed to reinstate all the 23 claimants/workmen detailed and described in the chart A & B appended with para 3 of the judgement with all consequential benefits forthwith within 30 days from the date of order otherwise they shall be jointly and severally would be liable to pay each and every claimant/workmen compensation at the rate of Rs.900/- per day till date of their reinstatement in service is done. In case of failure to pay the compensation as directed above the same shall be recoverable as land revenue with interest at the rate 6% per annum.
- (e) The opposite parties 'HAWK' and 'JAC' for their illegal act of termination of services of claimants/workmen in collusion with 'DIAL' and 'AAI' shall also be liable to pay compensatory cost along with 'AAI' and 'DIAL' as the workmen concerned were forced by them to face illegal loss of employment for no fault of them and were pushed in unwanted litigation causing thereby mental agony and harassment. All the four opposite parties 'AAI', 'DIAL', 'HAWK' and 'JACK' are directed to pay compensatory cost severally and separately to all the concerned workmen individually a lump sum amount of Rs.10 thousand for the 12 years of litigation in the tribunal since the year 2011 within 30 days from the date of AWARD. In case of failure to pay the same within aforesaid prescribed time the said amount shall be recoverable as land revenue with interest at the rate of 6% per annum.
- (f) Office is directed to send the AWARD forthwith to the appropriate government in due course of procedure under section 17 of the I.D. Act, 1947 for implementation and execution in accordance with law.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Dated : 28.02.2024

नई दिल्ली, 15 मार्च, 2024

का.आ. 512.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड; रयेग्लास सिक्वोरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री दलवीर सिंह चाहर द्वारा आल इंडिया जनरल मज़दूर ट्रेड यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-131/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. जेड -16025/04/2024-आईआर(एम)-33]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 512.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 131/2015**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **M/s Bharat Petroleum Corporation Limited; Rayglass Security Agency and Shri Dalveer Singh Chahar through All India General Mazdoor Trade Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. Z-16025/04/2024-IR(M)-33]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT DELHI - 1**

**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**

**NEW DELHI.**

**ID No.131/2015**

Shri Dalveer Singh Chahar S/o Late Sh. Mangal Singh,  
Through All India General Mazdoor Trade Union (regd.),  
Village – Asavata, Post – Asavata,  
Thana – Palwal, Tehsil- Palwal,  
District- Palwal (Haryana)

Claimant...

Versus

1. M/s Bharat Petroleum Corporation Ltd.

Address-17, Guest House,

Aurangjeb Road,

New Delhi-110011

2. Ryeglass Security Agency,

Commercial Unit No. 101/2,

Ist Floor, Aggarwal Shopping Square,

Plot No. C.S.C./O.C.F.-1,

Sector 19, Rohini, New Delhi-110085

Management...

None for the claimant

None for the management

**AWARD**

1. This is an application Under Section 2A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 29.08.2014 by the management which be declare illegal and unjustified and he be reinstated with full back wages, it is the case of the applicant/workman that he has been working with the Bharat Petroleum Corporation Limited through Ryeglass Security Agency. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated form his service on 29.08.2014 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management No.1 is not appearing since long therefore they are proceeded ex-parte. However, the management no.2 has appeared and filed the written statement. Thereafter, rejoinder filed by the claimant and issues were framed. Case was listed for claimant evidence on 13.09.2017. After that, claimant evidence also not filed. Despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 06.02.2024

नई दिल्ली, 15 मार्च, 2024

का.आ. 513.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंदरप्रस्थ गैस लिमिटेड; मेसर्स एसआईएस सिक्योरिटी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और मोहम्मद आरिफ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-39/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. जेड -16025/04/2024-आईआर(एम)-32]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

S.O. 513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 39/2023**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Inderprastha Gas Limited; M/s SIS Security Limited** and **Mohammad Arif** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. Z-16025/04/2024-IR(M)-32]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

#### ID No.39/2023

Md. Arif S/o Md. Nasim,  
D-326, Gali No. 8, Shri Ram Colony,  
Rajeev Nagar, Khajuri, Delhi-110094.

Claimant...

Versus

1. M/s Inderprastha Gas Limited,  
178, Kaka Nagar, India Gate, New Delhi-110003
2. M/s SIS Security Limited,  
T-2341 3<sup>rd</sup> Floor, Ashok Nagar, Faiz Road,  
Karol Bagh, Delhi-110005.

Management...

None for the claimant

None for the management

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.ND.96(18)/ID(2A)2023-DY.CLC dated 25.01.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether the action of the management of M/s SIS Security Limited in terminating the services of Md. Arif S/o Md. Nasim, Security Guard, w.e.f. 08.04.2021 is legal, Just, and proper? If not, what relief the workman concerned is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 06.02.2024

नई दिल्ली, 15 मार्च, 2024

**का.आ. 514.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री राजा राम पाल द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.- 60/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/22/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 514.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 60/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Raja Ram Pal through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/22/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

#### ID No.60/2022

Sh. Raja Ram Pal S/o Sh. Ram Sanehi Pal,  
 Through General Mazdoor Union (Regd)  
 B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
 Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
 M/s Central Warehousing Corporation,  
 Scope Minar, First Floor, CORE-3,  
 Laxmi Nagar, Distt.-Centre  
 New Delhi-110092.



2. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.

3. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/22/2022-IR(M) dated 04.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Raja Ram Pal S/o Sh. Ram Sanahi Pal, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 515.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री राम प्यारे पाल द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-61/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/23/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव



New Delhi, the 15th March, 2024

**S.O. 515.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 61/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Ram Pyare Pal through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/23/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

#### ID No.61/2022

Sh. Ram Pyare Pal S/o Sh. Ram Prasad Pal,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.
2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.
3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/23/2022-IR(M) dated 04.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Ram Pyare Pal S/o Sh. Ram Prasad Pal, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

**का.आ. 516.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री मुकेश कश्यप द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-63/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/13/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 516.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 63/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Mukesh Kashap through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/13/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1 ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

#### ID No. 63/2022

Sh. Mukesh Kasyap S/o Sh. Ram Lal,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.

2. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,

Registered Office-76, G. T. Road(South),

Howrah-711101.

3. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,

ICD, Near Ghazipur Village, Patparganj,

Delhi-110096.

Management...

None for the claimant

Shri Om Prakash Singh, AR for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/13/2022-IR(M) dated 02.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Mukesh Kasyap S/o Sh. Ram Lal, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 517.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री राम सुशील पटेल द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-64/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/15/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 517.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 64/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Ram Sushil Patel through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/15/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

**ID No.64/2022**

Sh. Ram Sushil Patel S/o Sh. Ram Khelawan Patel,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.
2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.
3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/15/2022-IR(M) dated 02.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Ram Sushil Patel S/o Sh. Ram Khelawan Patel, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 15 मार्च, 2024

**का.आ. 518.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री धीर सिंह द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-66/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/10/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 518.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 66/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Dheer Singh through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/10/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT DELHI - 1**  
**ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

**ID No.66/2022**

Sh. Dheer Singh S/o Sh. Dhani Ram,  
 Through General Mazdoor Union (Regd)  
 B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
 Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
 M/s Central Warehousing Corporation,  
 Scope Minar, First Floor, CORE-3,  
 Laxmi Nagar, Distt.-Centre  
 New Delhi-110092.

2. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,

Registered Office-76, G. T. Road(South),

Howrah-711101.

3. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,

ICD, Near Ghazipur Village, Patparganj,

Delhi-110096.

Management...

None for the claimant

None for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/10/2022-IR(M) dated 31.01.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Dheer Singh S/o Sh. Dhani Ram, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.), Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 519.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री ज्ञानेंद्र मिश्रा द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-67/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42011/17/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 519.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 67/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Gyanendra Mishra through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/17/2022-IR(M)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

**ID No. 67/2022**

Sh. Gyanendra Mishra S/o Sh. Sheshmani Mishra,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.
2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.
3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/17/2022-IR(M) dated 02.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Gyanendra Mishra S/o Sh. Sheshmani Mishra, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020*

*to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 520.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री मनोज कुमार द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-71/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42011/16/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 520.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 71/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Manoj Kumar through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/16/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

**ID No.71/2022**

Sh. Manoj Kumar S/o Sh. Bishambhar Pal,  
 Through General Mazdoor Union (Regd)  
 B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
 Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
 M/s Central Warehousing Corporation,  
 Scope Minar, First Floor, CORE-3,  
 Laxmi Nagar, Distt.-Centre  
 New Delhi-110092.



2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.

3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/16/2022-IR(M) dated 02.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Manoj Kumar S/o Sh. Bishambhar Pal, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 521.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री छोटे लाल द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-72/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42011/07/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 521.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 72/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited** and **Shri Chote Lal through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/07/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1**  
**ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

#### ID No. 72/2022

Sh. Chote Lal S/o Sh. Mata Fer,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.

2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.

3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/07/2022-IR(M) dated 31.01.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Chota Lal S/o Sh. Mata Fer, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020*

*from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 522.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और श्री डी. आई. चंडोक, जनरल सेक्रेटरी, फेडरेशन ऑफ सेंट्रल वेयरहाउसिंग कॉर्पोरेशन एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.-77/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/01/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 522.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 77/2021**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation** and **Shri D. I. Chandok, General Secretary, Federation of Central Warehousing Corporation Employees Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/01/2021-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1 ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

**ID No.77/2021**

Sh. D.I. Chandhok, General Secretary,  
Federation of Central Warehousing Corporation Employees Union,  
WZ-677, Shiv Nagar Ext.,  
Jail Road  
Delhi-110058

Claimant...

Versus

The Group General Manager (Personal),  
M/s Central Warehousing Corporation,  
4/1, Shri Institutional Area, August Kranti Marg,  
Hauz Khas, New Delhi-110016.

Management...

None for the claimant

Sh. Phool Singh, A/R for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/1/2021-IR(M) dated 11.03.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the action of management of Central Warehousing Corporation, New Delhi while issuing the circular dated 15.03.2018 and 20.03.2018 vide which additional duties have been assigned to the Junior Technical Assistants is against the MOU dated 02.09.2019 arrived between the management and the workmen represented by the Federation of Central Warehousing Corporation Employees Union is amounts to unfair labour practice and falls under the clause 14 of Fifth Schedule of the Industrial Disputes Act, 1947? If yes, what necessary directions are necessary in this regard?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 523.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री हीरा लाल पटेल द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-31/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-421011/05/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

S.O. 523.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 31/2022) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Heera Lal Patel through General Mazdoor Union which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/05/2022-IR(M)]

DILIP KUMAR, Under Secy.

## ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1**  
**ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

**ID No. 31/2022**

Sh. Heera Lal Patel S/o Sh. Jagy P`atel,  
Through General Mazdoor Union (Regd)  
B-1/A Nathu Colony East, 100 Foota Road, Shahdra  
Delhi-110093

Claimant...

Versus

1. The Regional Manager,  
M/s Central Warehousing Corporation,  
Scope Minar, First Floor, CORE-3,  
Laxmi Nagar, Distt.-Centre  
New Delhi-110092.
2. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
Registered Office-76, G. T. Road(South),  
Howrah-711101.
3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant

None for the management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/05/2022-IR(M) dated 27.01.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Heera Lal Patel S/o Sh. Jagy Patel, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under the Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the

proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 524.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सेंट्रल वेयरहाउसिंग कॉर्पोरेशन; मेसर्स सुमन फॉरवार्डिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री उमन सिंह द्वारा जनरल मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स नं.-94/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/02/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 524.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 94/2022**) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Central Warehousing Corporation; M/s Suman Forwarding Agency Private Limited and Shri Uman Singh through General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/02/2022-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

**ID No. 94/2022**

Sh. Umang Singh S/o Sh. Bhuwan Singh,

Through General Mazdoor Union (Regd)

B-1/A Nathu Colony East, 100 Foota Road, Shahdra

Delhi-110093

Claimant...

Versus

1. The Regional Manager,

M/s Central Warehousing Corporation,

Scope Minar, First Floor, CORE-3,

Laxmi Nagar, Distt.-Centre

New Delhi-110092.

2. The Manager,

M/s Suman Forwarding Agency Pvt. Ltd.,

Registered Office-76, G. T. Road(South),  
Howrah-711101.  
3. The Manager,  
M/s Suman Forwarding Agency Pvt. Ltd.,  
ICD, Near Ghazipur Village, Patparganj,  
Delhi-110096.

Management...

None for the claimant  
None for the management

### AWARD

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/02/2022-IR(M) dated 24.01.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

### SCHEDULE

*“Whether the demand of the General Mazdoor Lal Jhanda Union for payment of bonus in respect of Workman Sh. Umang Singh S/o Sh. Bhuwan Singh, for the period from 01.04.2019 to 31.03.2020 and 01.04.2020 to 31.12.2020 from the Management of M/s Suman Forwarding Agency Pvt. Ltd. under Central Warehousing Corporation, is legal and justified? If yes, what relief the workman is entitled to?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

नई दिल्ली, 15 मार्च, 2024

**का.आ. 525.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार/यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 32/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-30011/57/2017-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 525.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2017**) of the **Central Government Industrial Tribunal**



**cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Limited** and **Their Workmen/Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-30011/57/2017-IR(M)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH.**

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 32/2017

Registered On: 20.02.2018

Indian Oil Panipat Refinery Employees Union, C/o Indian Oil Corporation Ltd., Panipat Refinery,  
Baholi, Panipat, Haryana-132140, through The General Secretary.

.....Workman

**Versus**

Indian Oil Corporation Ltd., Panipat Refinery & Petrochemical Complex, Panipat, Haryana-132140,  
through the Executive Director (In-Charge).

.....Managements

**AWARD**

**Passed On: 16.02.2024**

Central Government vide Notification No. L-30011/57/2017-IR(M) dated 04.01.2018 under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the demand of the Union Indian Oil Panipat Refinery Employees Union in respect of removal of income ceiling Rs.9000/- for dependent parents for medical purposes is legal & justified? If yes, what relief the union/ workmen of IOCL Panipat Refinery is/ are entitled to and from which dated?”**

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.
2. Perused the file and it is found that the submissions made by the Ld. Counsel for management is true. Several opportunities have already been given to the workman for filing replication but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.
3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 मार्च, 2024

**का.आ. 526.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री रोहि राम सिंह अलियास के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 18/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर(एम) 30]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 526.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 18/2020**) of the **Central Government Industrial Tribunal**

**cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Limited** and **Shri Rohi Ram Singh Alias** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. Z-16025/04/2024-IR(M) 30]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.**

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 18/2020

Registered On:-29.12.2020

Rohi Ram Singh alias Rohi Singh S/o Sh. Ghicher Singh R/o VPO Bhindran, Tehsil & District Sangrur.

.....Workman

**Versus**

1. Bharat Petroleum Corporation Ltd. Marketing Division Kandla, Jind Road, Jind Road, Sangrur, Punjab 148001 through its Depot. Manager.
2. Harpinder Pal Singh Security Agency, Office: Cabin No.1, 2<sup>nd</sup> Floor, SCO 830, NAC, Manimajra, Chandigarh (U.T.)-160101 through its Managing Director.

.....Respondents

**AWARD**

**Passed On:-16.02.2024**

1. The workman Sh. Rohi Ram Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for giving correct address of respondent No.2 by the Workman but workman is not responding from several dates which denotes that the workman is not interested in adjudication of the matter on merits. It is submitted by the Ld. AR of Workman that the Workman is not in his contact.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 मार्च, 2024

**का.आ. 527.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स श्री सीमेंट लिमिटेड; मेसर्स टीमलीज सर्विसेज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री राज कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़, पंचाट (रिफरेन्स नं.- 155/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-29011/17/2018-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 527.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 155/2018**) of the **Central Government Industrial Tribunal**

**cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Shree Cement Limited; M/s Teamlease Services Limited** and **Shri Raj Kumar** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-29011/17/2018-IR(M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 155/2018

Registered On: 25.02.2019

Raj Kumar S/o Sh. Jodha Ram R/o Village Ram Nagar, P.O. & Distt. Jind.

#### **Second Address:**

Karan Singh Rana, Legal Adviser, C/o Cement Karamchari Sangh Affiliated BMS, Lal Bati Chowk, G.T. Road, Panipat.

.....Workman

#### **Versus**

1. M/s Shree Cement Limited, Village Khukhrana, Post-Aasan, District Panipat (Haryana)-132103.
2. The Manager, M/s Teamlease Services Limited C/o Shree Cement Limited, Village Khukhrana, Post-Aasan, District Panipat (Haryana)-132103.

.....Managements

#### **AWARD**

**Passed On: 01.02.2024**

Central Government vide Notification No. L-29011/17/2018-IR(M) dated 29.01.2019, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the Management No.2 i.e. Team Lease Services Ltd. by transferring the Workman Sh. Raj Kumar S/o Jodha Ram during the conciliation proceedings from the location of Management No.1 Shree Cement, Panipat to Shree Cement, Karnataka on the basis of terms and conditions of 2 (ix) indicated the appointment letter dated 01.02.2016 issued by the Tem Lease Services Ltd. is covered under Section 33(1)(n) of Industrial Dispute Act, 1947 and if yes, whether the action is also permissible under Section 33(1)(n) of Industrial Dispute Act, 1947? If not permissible, what relief the Workman is entitled to and from which date?”**

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by Workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.
2. Perused the file and it is found that the submissions made by the Ld. Counsel for management is true. Several opportunities have already been given to the workman to file the replication i.e. from 08.07.2021 till today. It shows that workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.
3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 मार्च, 2024

का.आ. 528.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स स्टोन इंटरनेशनल के प्रबंधन के संबद्ध नियोजकों और श्री रमेश चन्द, जनरल सेक्रेटरी, पत्थर खान कामगार यूनियन के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा, पंचाट (रिफरेंस नं.- (केन्द्रीय)-3/2009(सीआईएस)-90/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -29012/84/2008-आईआर(एम)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 15th March, 2024

**S.O. 528.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. (Central)-3/2009(CIS-90/2014)**) of the **Industrial Tribunal cum Labour Court, Kota** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Stone International and Shri Ramesh Chand, General Secretary, Stone Mine Workers Union** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-29012/84/2008-IR(M)]

DILIP KUMAR, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा (राज)

पीठासीन अधिकारी— श्रीमती अर्चना अग्रवाल, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक: औ.न्या.(केन्द्रीय)-3/2009(सीआईएस-90/2014)

दिनांक स्थापित: 07/01/2009

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

कं.एल-29012/84/2008-आईआर(एम)/

दिनांक 15/10/2008

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)औद्योगिक विवाद अधिनियम, 1947मध्य

रमेश चन्द पुत्र धन्ना लाल द्वारा जनरल सेक्रेटरी, पत्थर खान कामगार यूनियन, बंगाली कोलोनी, छावनी, कोटा।

—प्रार्थी श्रमिक

एवं

जनरल मैनेजर, मै. स्टोन इंटरनेशनल, चेचट,

तहसील रामगंजमण्डी, जिला कोटा(राज.)।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

एकपक्षीय कार्यवाही

::अधिनिर्णय::

दिनांक: 21/09/2021

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 15/10/2008 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of the management of M/s Stone International Pvt. Ltd., Chechat in terminating the services of Shri Ramesh Chand S/o Shri Dhannalal w.e.f. 12/9/2007 is just and legal? To what relief the workman is entitled and from which date?"

2—उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह कथन किया गया है कि उसे अप्रार्थी नियोजक स्टोन इन्टरनेशनल प्रा.लि. माईन्स, चेचट, जिला कोटा के प्रबन्धक ने दि.01/04/89 से दैनिक वेतन पर हेल्पर के पद पर सेवा में नियुक्त किया था तथा पत्र दि.20/07/94 के द्वारा उसे दि.01/07/94 से सीनियर हेल्पर इलेक्ट्रिशियन के पद पर पदोन्नत कर दिया था जिसे दि.19/07/2003 से अवैधानिक नौकरी से हटा दिये जाने के विवाद में औ.न्या.(केन्द्रीय) जयपुर द्वारा दि.26/07/2005 को पिछले 50 प्रतिशत वेतन व सेवा की निरन्तरता सहित सेवा में बहाली का अवार्ड पारित किया गया था। प्रार्थी उक्त अवार्ड की पालना में नियोजक के यहाँ दि.08/11/2005 को उपस्थिति रिपोर्ट के साथ उपस्थित हुआ तो केवल उसकी उपस्थिति रिपोर्ट ले ली, किन्तु उसे ड्यूटी पर नहीं लिया गया, बाद में नियोजक को प्रोसीक्यूट करने के प्रार्थना-पत्र पर दि.20/06/2007 को ड्यूटी पर लिया गया, किन्तु अप्रार्थी नियोजक द्वारा जब चाहे तब उसकी उपस्थिति या अनुपस्थिति दर्ज की जाकर उसे दि.12/09/2007 को कंपनी सेवाओं से मुक्ति बाबत पत्र देकर सेवा मुक्त कर दिया गया। इस पत्र में प्रार्थी को पिछले 12 दिन से व पिछले दो माह में भी अनुपस्थित बताते हुए स्थायी-आदेशों की धारा 15(जे)(1) के तहत अपनी सेवाओं से मुक्त मानते हुए सेवा से हटाना वर्णित किया गया। प्रार्थी को सेवा से हटाये जाने से पूर्व अनुपस्थिति बाबत कोई आरोप-पत्र नहीं दिया, ना स्पष्टीकरण मांगा व ना कोई विभागीय जाँच की जोकि न्याय के नैसर्गिक सिद्धांतों की अवहेलना है। कथन किया है कि प्रार्थी ने दि.01/04/89 से 11/09/2007 तक निरन्तर कार्य करते हुए 240 दिन से भी अधिक समय तक कार्य किया है तथापि उसे अधिनियम की धारा 25-एफ की पालना में कोई नोटिस अथवा नोटिस वेतन व छंटनी मुआवजा नहीं दिया जिस कारण उसकी छंटनी अवैध है। इसके अतिरिक्त उसे हटाते समय उससे कनिष्ठ श्रमिक चन्द्रभान व बसन्त कुमार को नियोजन में बनाये रखा गया जोकि अधिनियम की धारा 25-जी का उल्लंघन है। अन्त में प्रार्थना की गयी है कि प्रार्थी को पिछले सम्पूर्ण वेतन, लाभों सहित सेवा में बहाली का अनुतोष प्रदान किया जावे।

3—यहाँ यह उल्लेखित किया जाना समीचीन होगा कि आदेशिका दिनांकित 12/11/2010 में वर्णितानुसार अप्रार्थी पक्ष की ओर से बावजूद तामील नोटिस के किसी के उपस्थित नहीं होने से उसके विरुद्ध कार्यवाही एकपक्षीय अमल में लायी गयी।

4—साक्ष्य एकपक्षीय में स्वयं प्रार्थी रमेश चन्द ने अपना शपथ-पत्र प्रस्तुत किया तथा दस्तावेजी साक्ष्य में प्रदर्श डबल्यू.1 लगायत डबल्यू.9 प्रस्तुत कर प्रदर्शित करवाये हैं।

5—बहस एकतरफा प्रार्थी पक्ष की सुनी गयी। प्रार्थी प्रतिनिधि के द्वारा बहस करते हुए निवेदन किया गया कि पहले भी प्रार्थी को एक बार सेवा से पृथक किया गया था जिस बाबत उसके द्वारा श्रम न्यायालय में क्लेम पेश करके सेवा बहाली का आदेश प्राप्त किया गया था और फिर न्यायाधिकरण के आदेश से ही उसे सेवा में लिया गया था, परन्तु फिर पुनः बिना किसी आधार के प्रार्थी को सेवा से पृथक कर दिया गया और किसी भी प्रकार का कोई भुगतान भी अप्रार्थी के द्वारा नहीं किया जाता है। स्वयं को पुनः नौकरी पर लिये जाने के बाबत प्रदर्श डबल्यू.4 पत्र भी प्रार्थी के द्वारा अप्रार्थी को दिया गया था जिसकी रजिस्टर्ड एडी भी प्रदर्श डबल्यू.5 प्रार्थी ने पेश की है लेकिन उसके बावजूद भी प्रार्थी को नौकरी पर नहीं लिया गया है। प्रार्थी के द्वारा दि.01/04/1989 से 11/09/2007 तक लगातार अप्रार्थी के यहाँ कार्य किया गया है इसलिए दि.12/09/2007 को बिना अधिनियम की धारा 25-एफ की पालना किये प्रार्थी को हटाया जाना अनुचित व अवैध है, अतः प्रार्थी, अप्रार्थी की सेवा में पुनः आने का अधिकारी है।

6—सुना गया। प्रदर्श डबल्यू.1 दिनांकित 31/03/93 के नियुक्ति आदेश से दर्शित होता है कि प्रार्थी को दि.01/04/93 से हेल्पर के पद पर नियुक्त किया गया था। प्रदर्श डबल्यू.2 दि.20/07/94 का अप्रार्थी का प्रार्थी को हेल्पर से सीनियर हेल्पर(इलेक्ट्रिशियन) के पद पर पदोन्नत किये जाने का आदेश है। प्रदर्श डबल्यू.3 केन्द्रीय औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, जयपुर के द्वारा दि.26/07/2005 को पारित अवार्ड की प्रति है जिससे यह पता चलता है कि अप्रार्थी द्वारा प्रार्थी को सेवा से पृथक किया गया था जिसके विरुद्ध न्यायाधिकरण में क्लेम प्रार्थना-पत्र प्रार्थी ने पेश किया था और इस निर्णय के अनुसार प्रार्थी की 50 प्रतिशत पूर्व वेतन सहित सेवा में बहाली के आदेश दिये गये थे। प्रार्थी के द्वारा उसे पुनः दि. 12/09/2007 को प्रदर्श डबल्यू.6 आदेश से हटाया जाना कहा गया है। प्रदर्श डबल्यू.6 आदेश को देखा जाय तो इसमें यह अंकित किया है कि आप, अर्थात् प्रार्थी पिछले 12 दिन से अनुपस्थित हैं और जुलाई में भी भिन्न-भिन्न तिथियों पर 12 दिन तक प्रार्थी बिना सूचना और अनुमति के अनुपस्थित रहा है और उसी अनुरूप अगस्त व सितम्बर में भी अनुपस्थित रहा है और इन अनुपस्थितियों के चलते इस प्रदर्श डबल्यू.6 आदेश से प्रार्थी की सेवायें समाप्त की गयी हैं। यह देखने योग्य है कि अप्रार्थी के अनुपस्थित चलते इस प्रदर्श डबल्यू.6 आदेश में जो प्रार्थी की अनुपस्थिति का अंकन किया गया है, उस बाबत किसी भी प्रकार की कोई साक्ष्य अप्रार्थी की पत्रावली पर उपलब्ध नहीं है। प्रार्थी के सेवा में अनुपस्थित रहने पर कोई घरेलु जाँच की गयी हो, कोई आरोप-पत्र दिया गया हो, इस सम्बन्ध में भी कोई मौखिक व दस्तावेजी साक्ष्य पत्रावली पर उपलब्ध नहीं है। प्रदर्श डबल्यू.9 दिनांकित 05/06/2008 के असफल वार्ता प्रतिवेदन में भी अंकित है कि अप्रार्थी कार्यवाहियों में उपस्थित नहीं आया। तात्पर्य यह है कि प्रार्थी को हटाये जाने के सन्दर्भ में जो कारण प्रदर्श डबल्यू.6 में अंकित किये गये हैं, उस बाबत कोई आरोप-पत्र उसे दिया गया हो अथवा उन कारणों की वैधता के बाबत अप्रार्थी का कोई जवाब, कोई साक्ष्य, कोई दस्तावेज पत्रावली पर उपलब्ध नहीं है। खण्डन के अभाव में प्रार्थी की मौखिक व दस्तावेजी साक्ष्य से यह सिद्ध है कि प्रार्थी ने दि.01/04/89 से 11/09/2007 तक अप्रार्थी के यहाँ लगातार काम किया है और हटाये जाने से पूर्व अधिनियम की धारा 25-एफ के तहत कोई नोटिस, नोटिस वेतन व छंटनी मुआवजा नहीं दिया गया है।

7—अपने क्लेम प्रार्थना-पत्र में प्रार्थी ने धारा 25-जी की पालना भी नहीं किये जाने का कथन किया है और अंकित किया है कि उससे कनिष्ठ श्रमिक चन्द्रभान व बसन्त कुमार अभी भी कार्य कर रहे हैं, परन्तु इस बाबत किसी भी प्रकार की कोई साक्ष्य पेश नहीं की गयी है। लेकिन जैसा कि ऊपर अंकित किया गया है, प्रार्थी का दि.01/04/89 से 11/09/2007 तक लगातार अप्रार्थी के यहाँ काम करना और अप्रार्थी के द्वारा दि.12/09/2007 से हटाये जाने से पूर्व अधिनियम की धारा 25-एफ की पालना नहीं किया जाना प्रमाणित है। लिहाजा प्रार्थी सेवा में बहाली का अधिकारी है और उसका यह क्लेम प्रार्थना-पत्र इसी अनुरूप निम्नानुसार उत्तरित किया जाता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 15/10/2008 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि अप्रार्थी नियोजक जनरल मैनेजर, मै. स्टोन इन्टरनेशनल, चेचट, तहसील रामगंजमण्डी, जिला कोटा द्वारा प्रार्थी श्रमिक रमेश चन्द को अधिनियम की धारा 25-एफ की पालना किये बिना दिनांक 12/09/2007 से सेवा से पृथक किया जाना उचित एवं वैध नहीं है, फलतः प्रार्थी श्रमिक पिछले 50 प्रतिशत वेतन व सेवा की निरन्तरता सहित पुनः सेवा में बहाल होने का अधिकारी है।

श्रीमती अर्चना अग्रवाल, न्यायाधीश

नई दिल्ली, 15 मार्च, 2024

का.आ. 529.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाकघर अधीक्षक, मुख्य डाकघर, नयापुरा, कोटा, के प्रबंधन के संबंध में नियोजकों और श्री विश्वनाथ सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक न्यायाधिकरण कोटा, विवाद में औद्योगिक न्यायाधिकरण कोटा, पंचाट आई टी (केन्द्रीय)-2/2008 (सीआईएस-42/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14/03/2024 को प्राप्त हुआ था।

[सं. एल- 40012/54/2007-आईआर (डी यू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th March, 2024

**S.O. 529.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **I.T. (Central)-02/2008 (CIS-42/2014)** of the **Industrial Tribunal Kota**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Superintendent of Post Offices, Main Post Office, Nayapura, Kota, and Shri Vishwanath Singh, Worker, Junction**, which was received along with soft copy of the award by the Central Government on 14/03/2024.

[No. L- 40012/54/2007- IR (DU)]

DILIP KUMAR, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी— श्री महेश पुनेठा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या. (केन्द्रीय)— 2/2008(सीआईएस-42/2014)

(सीएनआर-आरजेकेटी060001512008)

दिनांक स्थापित: 02.04.2008

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल-40012/54/2007 [IR(DU)]/दि. 27.11.2007

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947मध्य

विश्वनाथ सिंह पुत्र मोहन सिंह, निवासी—जगदीश होटल के नीचे, हनुमान चेतन मन्दिर के पास, लाड़पुरा, कोटा।

—प्रार्थी श्रमिक

एवं

अधीक्षक, पोस्ट ऑफिस, मैन पोस्ट ऑफिस, नयापुरा, कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री दिलीप सिंह

अप्रार्थी नियोजक की ओर से प्रतिनिधि:—

श्री सी.बी. सोरल

::अधिनिर्णय::

दि.: 05.12.2023

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक दि.27.11.2007 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of the management of the Superintendent of Post Offices, Main Post Office, Nayapura, Kota in terminating the services of their workman Shri Vishwanath Singh w.e.f. 20.10.2006 is legal and justified? If not, to what relief the workman is entitled to?"

2. उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्तः यह कथन किया गया है कि उसे अप्रार्थी ने सर्वप्रथम वर्ष 1996 में दैनिक मजदूरी पर रामपुरा डाकघर में कार्य करने हेतु लगाया गया था। प्रार्थी ने नियोजक के यहां वर्ष 1996 से दिनांक 20.10.2006 तक लगातार रामपुरा डाकघर में चौकीदार, टिकिट वितरण एवं स्पीड पोस्ट आदि का कार्य किया है। नियोजक ने प्रार्थी को बिना किसी कारण के दिनांक 20.10.2006 से मौखिक आदेश देकर सेवा से पृथक कर दिया, सेवा से पृथक करते समय उसको 2150/-रु. प्रतिमाह के हिसाब से वेतन का भुगतान किया जाता था। प्रार्थी के समस्त सेवा रिकॉर्ड नियोजक के पास है। अप्रार्थी नियोजक ने प्रार्थी को नौकरी से हटाने से पूर्व नोटिस व नोटिस वेतन ना देकर, प्रार्थी से कनिष्ठ श्रमिकों को नियोजन में रखकर एवं प्रार्थी को नौकरी से हटाकर उसके स्थान नए श्रमिकों को नियोजित कर अधिनियम की धारा 25 के प्रावधानों की अवहेलना की है। प्रार्थी से दि. 05.12.2000 से लगातार डाकघर रामपुरा कोटा में अधिकारी श्रीमती माधुरी जोशी के आदेश अनुसार चौकीदार का कार्य करवाया गया। नियोजक द्वारा प्रार्थी से स्पीड पोस्ट का कार्य भी लिया गया है जिसके बाबत दिनांक 02.08.2001 को उप डाकपाल कोटा सिटी के द्वारा उसके कार्य लिये जाने के आदेश पारित किये गये हैं जिसके अनुसार उसके द्वारा नियोजक के यहां स्पीड पोस्ट पिकअप का कार्य किया गया है। प्रार्थी द्वारा नियोजक के यहां 10 वर्ष तक निरन्तर कार्य किये जाने के बाद स्थायी किये जाने कि मांग करने पर नियोजक द्वारा उसको कार्य से हटा दिया गया, नियोजक का कृत्य अवैध व अनुचित है और प्रार्थना की है कि प्रार्थी को पिछले सम्पूर्ण वेतन सहित सेवा में बहाली का अनुतोष प्रदान किया गया है।

3. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर यह प्रतिवाद किया गया है कि प्रार्थी को उपडाकपाल कोटा सिटी द्वारा पानी भरने के कार्य पर कन्टीजेन्ट पेड के रूप में अस्थायी रूप से लगाया गया था यह कोई स्वीकृत पद नहीं है इसे फूटकर भत्ते पर पानी भरने के लिए लगाया गया था। यह कर्मचारी की श्रेणी में नहीं आता। प्रार्थी को कभी भी उनके विभाग में नियुक्त नहीं किया गया है एवं उनके यहां दैनिक मजदूरी के आधार पर नियुक्ति देने का कोई स्वीकृत पद नहीं है। कोटा सिटी उपडाकघर में पेयजल भरने की व्यवस्था हेतु उपडाकपाल को पानी भत्ता स्वीकृत है जिसका वह उपयोग इसी कार्य के लिए करता है, जिसका कोई रिकॉर्ड नहीं रखा जाता है। यह कार्य उपडाकपाल द्वारा किसी भी व्यक्ति को आकस्मिक रूप से फूटकर व्यय पर कराया जा सकता है और उसी को पानी भरने की मजदूरी का भुगतान किया जाता है। प्रार्थी को ना तो नियुक्ति दी गई थी और ना ही मौखिक आदेश से हटाया गया है बल्कि यह संभव है कि उपडाकपाल द्वारा प्रार्थी से स्वीकृत भत्ते का भुगतान कर पानी भरवाने का काम लिया गया हो, परन्तु इसका कोई अभिलेख अप्रार्थी के कार्यालय में नहीं है क्योंकि इसका कोई रिकॉर्ड नहीं रखा जाता है। प्रार्थी द्वारा अस्थायी रूप से कुछ दिनों तक बतौर आउटसाईडर चौकीदार का कार्य किया गया था जिसका उसे नियमानुसार भत्ता भुगतान किया जा चुका है। अप्रार्थी द्वारा प्रार्थी को कोई नियुक्ति नहीं दी गई है और प्रार्थना की है कि प्रार्थी का स्टेटमेंट ऑफ क्लेम सव्यय खारिज किया जावे।

4. साक्ष्य में प्रार्थी की ओर से स्वयं का एवं अप्रार्थी की ओर से नरेन्द्र कुमार महेश्वरी का शपथ पत्र प्रस्तुत किया गया है जिन पर एक-दूसरे पक्ष द्वारा परस्पर जिरह की गई है। उभयपक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गई है जिसका यथासमय उल्लेख किया जावेगा।

5. उभयपक्ष की बहस सुनी गई जो उनकी ओर से प्रस्तुत अपने-अपने अभ्यावेदनों के अनुरूप ही रही है।

6. हस्तगत प्रकरण में न्यायालय को यह देखना है कि अप्रार्थी द्वारा प्रार्थी द्वारा वर्णित सेवा पृथक दिनांक 20.10.2006 से पूर्व के एक कलेण्डर वर्ष में 240 दिन कार्य किया है अथवा नहीं?

प्रार्थी की ओर से साक्ष्य में स्वयं का शपथ पत्र प्रस्तुत किया गया है जिसमें उसने स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है और जिरह में यह कथन किया है कि यह बात सही है कि उसे प्रतिपक्षी ने कोई नियुक्ति पत्र और सेवा से हटाने का आदेश नहीं दिया था उसे तो दैनिक वेतन भोगी के रूप में काम पर रखा था। यह बात गलत है कि उसे नियोजक पानी भरने का भत्ता देते हो बल्कि उसे वेतन मिलता था। प्रदर्श एम-1 की उसे जानकारी नहीं है। उसे यह जानकारी नहीं है कि पोस्टमास्टर को यह अधिकार प्राप्त हो कि वह किसी को भी पानी भरने का भत्ता दे सकता है। पोस्टमास्टर साहब उसे भुगतान करते थे। यह बात गलत है कि उसकी हाजरी रजिस्टर में नहीं होती हो। वह रजिस्टर प्रतिपक्षी के पास है। उसने उसकी नौकरी से संबंधित समस्त दस्तावेज न्यायालय की पत्रावली में पेश किए हैं। चौकीदारी का कार्य परमानेंट चपरासी फारूख मोहम्मद गुप डी वाला करता था, उसके रिटायरमेंट के बाद उसने चौकीदारी का काम किया है उसके रिटायरमेंट से संबंधित समस्त दस्तावेज न्यायालय में पेश नहीं किये गये हैं वह सब ऑफिस में है। स्पीडपोस्ट का काम वह और परमानेंट पोस्टमैन दोनों करते थे, वहां बहुत से पोस्टमैन थे। पोस्टमास्टर माधुरी जोशी, आनन्दीलाल, मोतीलाल, और भगवान दास थे।

साक्ष्य में अप्रार्थी की ओर से नरेन्द्र कुमार महेश्वरी का शपथ पत्र प्रस्तुत किया गया है जिसमें उन्होंने जवाब स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों की पुनरावृत्ति की है और जिरह में यह कथन किया है कि वह दिनांक 18.02.2017 से पहले उपडाकपाल कोटा सिटी के पद पर कार्यरत था। वह फाइल देखकर बता सकता हूँ कि प्रार्थी को वर्ष 1996 से दिनांक 20.10.2006 तक पानी पिलाने के लिए रखा था। तत्कालीन उपडाकपाल श्रीमती माधुरी जोशी किसी भी व्यक्ति को नियुक्त करने के लिए अधिकृत नहीं है। प्रार्थी ने वर्ष 1996 से 2006 तक कब-कब और कितने कितने दिन काम किया उसका कोई रिकॉर्ड नहीं रखा जाता, आवश्यकता पड़ने पर प्रार्थी को काम के लिए बुला लिया जाता था। प्रार्थी ने कभी उनके यहां हाजरी नहीं भरी, ना ही इसने डाक विभाग में कभी काम किया है। प्रार्थी

को केवल पानी पिलाने के लिए रखा था इसको कंटजेन्सी पेड वर्क के लिए रखा गया। उसको चैक द्वारा भुगतान नहीं होता था इसको वाउचर द्वारा भुगतान होता था। जिस पर रेवेन्यू टिकिट लगते थे या नहीं उसे नहीं पता। पानी भत्ते की राशि की स्वीकृति वरिष्ठ अधीक्षक डाकघर के स्टाफ के अनुसार की जाती थी। प्रार्थी का कोई एरियर नहीं कटता था। यह बात गलत है कि उसकी छठे वेतन आयोग की राशि आज भी उनके विभाग में बकाया हो और यदि राशि बकाया है तो प्रार्थी क्लेम कर सकता है। प्रदर्श डब्ल्यू-4 लगायत प्रदर्श डब्ल्यू-33 उनके विभाग के दस्तावेज हैं तथा प्रदर्श डब्ल्यू 3 रेफ्रेंस है। यह कहना गलत है कि प्रार्थी 24 घण्टे की सेवा उनके विभाग को देता हो यदि प्रार्थी से पानी पिलाने के अतिरिक्त चौकीदारी, डाक टिकट बेचने और स्पीड पोस्ट डिलीवरी हेतु सेवा ली गई हो तो उसका भुगतान आउटसाईटर के रूप में अतिरिक्त किया गया है। यह कहना गलत है कि प्रार्थी को दिनांक 02.08.2001 से उपडाकपाल कोटा सिटी के द्वारा कार्य पर लगाया हो। किसी भी कंटजेन्सी पेड कार्य करने वाले का कोई रिकॉर्ड नहीं होता इसलिए न्यायालय की पत्रावली में पेश नहीं किया। हाजरी का कोई रजिस्टर नहीं होता डाकपाल अपनी सुविधा के लिए कच्चा रजिस्टर में नाम लिखकर किसने कितने दिन काम किया उसके अनुसार उसका भुगतान करता है। यह उसकी जानकारी में नहीं है कि उपडाकपाल श्री मोतीलाल जी के पास ऐसा कोई पत्र आया हो जिसमें लिखा हो की कंटजेन्सी पेड कार्य करने वाले की हाजरी भरी जावे। यह उसे नहीं पता कि प्रार्थी ने सन् 1996 से सन् 2006 तक कार्य किया है अथवा नहीं। कंटजेन्सी पेड कार्य करने वाले का कोई रिकॉर्ड नहीं रखा जाता इसलिए प्रार्थी की हाजरी से संबंधित रिकॉर्ड न्यायालय की पत्रावली में पेश नहीं किया।

पक्षकारान की ओर से मौखिक साक्ष्य के अतिरिक्त दस्तावेजी साक्ष्य भी पेश की गई जिनमें प्रार्थी की ओर से प्रस्तुत प्रदर्श डब्ल्यू 1 प्रार्थी द्वारा समझौता अधिकारी के समक्ष प्रार्थना पत्र, प्रदर्श डब्ल्यू 2 प्रदर्श 1 जवाब प्रार्थना पत्र, प्रदर्श डब्ल्यू 3 श्रम मंत्रालय का आदेश दि. 27.11.2007, प्रदर्श डब्ल्यू 4 अप्रार्थी का पत्र क्रमांक 85/स्थापना/कोटा सिटी दिनांक 18.08.09 है जिसमें वर्णित है कि दि. 07.12.2000 से 18.12.2000 तक 10 का भुगतान 1160/-रु. दि. 19.02.2001 को कर दिया गया है। प्रदर्श डब्ल्यू 5 अप्रार्थी का पत्र क्रमांक-बी. एन.पी.एल./2001-2002/कोटा दि. 01.08.2001 जिसमें प्रार्थी को रोज सांय 5 बजे स्पीड पोस्ट पिकअप करने का कार्य दिया गया है। प्रदर्श डब्ल्यू 6 प्रार्थी की चार्ज रिपोर्ट दि. 27.04.2001, प्रदर्श डब्ल्यू 7 प्रार्थी की चार्ज रिपोर्ट दि. 11.05.2001, प्रदर्श डब्ल्यू 8 प्रार्थी की चार्ज रिपोर्ट दि. 30.06.2001, प्रदर्श डब्ल्यू 9 प्रार्थी की चार्ज रिपोर्ट दि. 14.08.2001, प्रदर्श डब्ल्यू 10 रसीद/वाउचर सं. 220 दि.10.12.2000 से प्रार्थी को 50/-रु. चाय/नाश्ता/खाने का खर्चा, प्रदर्श डब्ल्यू 11 रसीद/वाउचर सं. 217 दि.16.12.2000 से प्रार्थी को 25/-रु. चाय/नाश्ता/खाने का खर्चा, प्रदर्श डब्ल्यू 12 रसीद/वाउचर सं. 225 दि.17.12.2000 से प्रार्थी को 50/-रु. चाय/नाश्ता/खाने का खर्चा, प्रदर्श डब्ल्यू 13 रसीद/वाउचर दि.01.12.2000 से प्रार्थी को 1775/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 14 रसीद/वाउचर दि.01.01.2002 से प्रार्थी को 1775/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 15 रसीद/वाउचर दि.01.04.2002 से प्रार्थी को 147/-रु. डी.ए. एरियर, प्रदर्श डब्ल्यू 16 रसीद/वाउचर दि. 01.05.2002 से प्रार्थी को 1824/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 17 रसीद/वाउचर दि.02.06.2003 से प्रार्थी को 1860/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 18 रसीद/वाउचर दि.01.07.2002 से प्रार्थी को 1824/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 19 रसीद/वाउचर दि.01.02.2002 से प्रार्थी को 1824/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 20 रसीद/वाउचर दि.02.12.2002 से प्रार्थी को 1824/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 21 रसीद/वाउचर दि.01.02.2003 से प्रार्थी को 1824/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 22 रसीद/वाउचर दि.01.03.2003 से प्रार्थी को 1860/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 23 रसीद/वाउचर दि.03.05.2003 से प्रार्थी को 1860/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 24 रसीद/वाउचर दि.01.08.2003 से प्रार्थी को 1897/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 25 रसीद/वाउचर दि.01.09.2003 से प्रार्थी को 1897/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 26 रसीद/वाउचर दि.01.10.2003 से प्रार्थी को 1897/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 27 रसीद/वाउचर दि.06.10.2003 से प्रार्थी को 147/-रु. डी.ए. एरियर, प्रदर्श डब्ल्यू 28 रसीद/वाउचर दि.01.01.2004 से प्रार्थी को 1946/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 29 रसीद/वाउचर दि.03.02.2004 से प्रार्थी को 1946/-रु., प्रदर्श डब्ल्यू 30 रसीद/वाउचर दिनांक 01.05.2004 से प्रार्थी को 2046/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 31 रसीद/वाउचर दि.30.09.2004 से प्रार्थी को 1971/-रु., प्रदर्श डब्ल्यू 32 रसीद/वाउचर दि.01.12.2004 से प्रार्थी को 2007/-रु. पानी भत्ता, प्रदर्श डब्ल्यू 33 रसीद/वाउचर दि.02.05.2005 से प्रार्थी को 2007/-रु. पानी भत्ते का भुगतान किया गया है। उपरोक्त दस्तावेजों से यह प्रकट नहीं होता है कि प्रार्थी को अप्रार्थी विभाग में किसी पद पर नियुक्त किया गया हो और ना ही यह प्रमाणित होता है कि प्रार्थी ने अप्रार्थी के अधीन उसके द्वारा वर्णित अवधि में निरंतर कार्य किया हो।

7. साक्ष्य के उपरोक्त विवेचन से यह प्रकट हो रहा है कि प्रार्थी ने यह कथन किया है कि उसने वर्ष 1996 से अप्रार्थी के नियोजन में दि. 20.10.2006 तक लगातार 240 दिन से अधिक समय तक कार्य किया है लेकिन अप्रार्थी की ओर से प्रार्थी के उक्त कथनों का खण्डन कर यह स्पष्ट किया गया है उपडाकपाल कोटा द्वारा जब-जब जरूरत हो और प्रार्थी उपलब्ध रहा हो, अल्पकाल के लिए अस्थायी तौर पर प्रार्थी को कन्टीजेंट पेड के रूप में लगाया गया था और उसे उक्त कार्य के लिए फुटकर व्यय मद से उसका भुगतान किया जाता था। सिटी उपडाकघर में पेयजल भरने की व्यवस्था हेतु उपडाकपाल को पानी भत्ता स्वीकृत है जिसका वह उपयोग इसी कार्य के लिए करता है जिसका कोई रिकॉर्ड नहीं रखा जाता है यह कार्य उपडाकपाल द्वारा किसी भी व्यक्ति को आकस्मिक रूप से फुटकर व्यय पर कराया जा सकता है। प्रार्थी द्वारा भी जिरह में यह कथन किया गया है कि उसने अप्रार्थी द्वारा कोई नियुक्ति पत्र और सेवा से हटाने का आदेश नहीं दिया वह तो दैनिक वेतन भोगी के रूप में काम पर था। प्रार्थी द्वारा इतनी लम्बी अवधि तक अप्रार्थी के नियोजन में काम करना बताया है लेकिन बावजूद इसके उसकी ओर से ऐसी कोई साक्ष्य प्रस्तुत नहीं की गई है जिससे की प्रार्थी के कथनों को बल मिलता हो। प्रार्थी द्वारा जो भी दस्तावेज पेश किए गए हैं उनसे यह प्रकट नहीं होता है कि अप्रार्थी विभाग द्वारा प्रार्थी को किसी पद पर नियुक्ति दी गई हो बल्कि उक्त दस्तावेजों से यह प्रकट हो रहा है कि समय-समय पर अस्थायी रूप से प्रार्थी को उपडाकपाल कोटा द्वारा पानी भरने के कार्य हेतु भुगतान किया गया है। यही नहीं प्रार्थी ने वर्ष 1996 से दि. 20.10.2006 तक अप्रार्थी के अधीन कार्य करना बताया है लेकिन उसके द्वारा जो दस्तावेज पेश किए गए हैं उनसे उसके कथनों की पुष्टि नहीं होती है क्योंकि जो भी दस्तावेज उसके द्वारा पेश किए गए



है वह उसके द्वारा उक्त अवधि तक अप्रार्थी विभाग में निरन्तर कार्य करने के संबंध में नहीं है। प्रार्थी द्वारा सेवा पृथक किए जाने के समय 2150/-रु. वेतन का भुगतान अप्रार्थी विभाग द्वारा किया जाना बताया है लेकिन उसके द्वारा इस संबंध में कोई वेतन स्लिप इत्यादि प्रस्तुत नहीं की है ना ही प्रार्थी द्वारा अप्रार्थी विभाग से उससे संबंधित दस्तावेजों को तलब करवाने हेतु कोई प्रार्थना पत्र न्यायालय में पेश किया है। स्वयं प्रार्थी द्वारा प्रस्तुत दस्तावेजों से भी अप्रार्थी के कथनों को बल मिलता है क्योंकि जो दस्तोवज प्रार्थी द्वारा प्रस्तुत किए गए हैं उनमें अधिकतर उसके द्वारा समय-समय पर पानी भरने के कार्य हेतु उसको किए गए भुगतान के वाउचर्स हैं ना की वेतन स्लिप। प्रार्थी को वांछित अनुतोष प्राप्त करने के लिए यह प्रमाणित करना आवश्यक है कि प्रार्थी द्वारा बताई गई सेवा समाप्ति दिनांक 20.10.2006 से ठीक पूर्व के 12 कलैण्डर माह में उसके द्वारा अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया गया था, किन्तु इस सम्बन्ध में प्रार्थी की ओर से जो साक्ष्य प्रस्तुत की गयी है, उससे उसके कथनों की किसी भी प्रकार से पुष्टि नहीं होती है। प्रार्थी श्रमिक पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें प्रार्थी श्रमिक द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु हस्तगत प्रकरण में पत्रावली पर उपलब्ध साक्ष्य से प्रार्थी यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसके द्वारा बताई गई सेवा समाप्ति की दिनांक से ठीक पूर्व के 12 कलैण्डर माह की अवधि में उसने अप्रार्थी के नियोजन में निरन्तर 240 या उससे अधिक कार्य किया है। माननीय सर्वोच्च न्यायालय द्वारा निम्नलिखित न्यायिक दृष्टांतों में इस संबंध में समय-समय पर यही सिद्धांत प्रतिपादित किया है।

**Ranip Nagar Palika Vs. Babuji Gabhaji Thakore-IX(2007) SLT 805 SC** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि LABOUR LAW- 240 days completion of service- Burden of proof lies on workman to show he worked continuously for 240 days in preceding one year - It is for workman to adduce evidence apart from examining himself to prove factum of being in employment of employer.

**Rajasthan State Ganganagar Sugar Mills Ltd. Vs State of Rajasthan and Anr. v(2004) LST 686=2004(8)SCC161**, (पैरा 6) में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer vs S.T. Hadimani, 2002 (3) SCC 25. No Proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere Non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.**"

**Manager Reserve Bank of India Bangalore Vs S. Mani and Others 2005 (5) SCC page 100** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि The Initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous.

**R.M. Yellatti Vs The Asst. Executive Engineer (2006 (1) SCC 1006) 2005 AIR SCW 6103** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "Analysing the above decisions of this court, it is clear that the provisions of the Evidence Act. in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgements we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box, workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgements further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgements lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

8. इस प्रकार उपरोक्त विवेचन व विश्लेषण के आधार पर प्रार्थी अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी के यहाँ उसके द्वारा बताई गई सेवा समाप्ति दिनांक 20.10.2006 से ठीक पूर्व के एक कलैण्डर वर्ष, अर्थात् 12 कलैण्डर माह में निरन्तर 240 दिन कार्य किया है ऐसी स्थिति में प्रार्थी, अप्रार्थी से कोई अनुतोष प्राप्त करने का अधिकारी घोषित होने योग्य नहीं है और रेफरेंस भी इसी अनुरूप उत्तरित किया जाता है।

परिणामतः राजस्थान सरकार, श्रम विभाग द्वारा अपनी प्रासांगिक अधिसूचना दि. 27.11.2007 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी विश्वनाथ सिंह अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी अधीक्षक, पोस्ट ऑफिस, नयापुरा कोटा के नियोजन में उसके द्वारा वर्णित सेवा समाप्ति दि. 20.10.2006 से ठीक पूर्व के एक कलेण्डर वर्ष में निरंतर 240 दिन या उससे अधिक समय तक कार्य किया है ऐसी स्थिति में प्रार्थी, अप्रार्थी से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

महेश पुनेठा, न्यायाधीश

नई दिल्ली, 18 मार्च, 2024

**का.आ. 530.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (90/2012) को प्रकाशित करती है।

[सं. एल-12012/45/2012- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 18th March, 2024

**S.O. 530.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.90/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12012/45/2012- IR(B.II)]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 90/2012

Date of Passing Award – 08<sup>th</sup> September, 2023

Between:

1. The Branch Manager,  
UCO Bank, Jaleswar Branch,  
At./Po. Jaleswar, Dist. Balasore, Orissa.
2. The Assistant General Manager,  
UCO Bank, Regional Office,  
KanikaChhaka, Tulasipur,  
P.O. & Dist. Cuttack, Orissa – 08.

... 1<sup>st</sup> Party-Managements.

(And)

Sri Suresh Chandra Jena,  
S/o. Late Sanyasi Chharan Jena,  
At./Po. Dhansikulia, Dist. Balasore, Orissa.

... 2<sup>nd</sup> Party-Workman.

**Appearances:**

Sri BibhutiBhusan Swain...	For the 1 <sup>st</sup> Party-
Advocate.	Managements
Sri S.N. Panda, ...	For the 2 <sup>nd</sup> Party-
Advocate.	Workman.

**AWARD**

The Government of India in the Ministry of Labour & Employment in exercising its power conferred under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred a dispute between the Management of UCO Bank, Jaleswar Branch and allegedly its workmen vide letter No. L-12012/45/2012 – IR(B-II), dated 12.12.2012 for its adjudication and the schedule of the reference is as follows:-

“Whether the action of the management of UCO Bank, Jaleswar Branch in terminating the services of Sri Suresh Chandra Jena, w.e.f. 21.08.2010 without complying with the provisions of Industrial Disputes Act, 1947, is legal and justified? What relief Sri Jena is entitled to?”

2. It is required to mention here that the reference has already been decided by this Tribunal vide Award dated 28.02.2018 but the Hon’ble High Court of Orissa vide judgement dated 23.03.2023 passed in W.P.(C) No. 12550/2018 has been pleased to set aside the Award passed by this Tribunal and remanded the case for final disposal.

3. The claims of the concerned workman, in brief, as per his statement of claim is as follows:-

That he was engaged as a daily wage worker at Jaleswar Branch of the UCO Bank by its Manager to perform the job of Peon and allied services and he had worked in the said branch from 9.30 A.M to 5.30 P.M. everyday. He had worked for six days from 05.01.2009 to 10.01.2009, six days from 12.01.2009 to 17.01.2009, 276 days from 27.01.2009 to 31.12.2009 and 55 days from 01.01.2010 to 20.03.2010. He had continuously worked for 276 days from 27.01.2009 to 31.12.2009. He was being paid Rs. 70/- per day and payment was made on weekly basis from the Bank’s voucher after getting his signature on back of it. But the Management all of a sudden disengaged him with effect from 21.03.2010 without any notice. He is the only earning male member of his family and sudden disengagement from the job put him in mental agony as well as financial constraints. He is physically handicapped and visual disabled of 40% as per the Certificate issued by the District Headquarter Hospital, Balasore.

The Management of UCO Bank had regularized large number of daily wage workers in phased manner in different branches but his case was not considered. He had submitted a representation before the Management on 01.11.2010 to consider his case and allow him to work in the branch but his request was not allowed.

Prayer has been made to allow him to work as Peon in the branch or in any other branch in the state of Odisha.

4. On the other hand the case of the 1<sup>st</sup> Party-Management of UCO Bank in brief as per its written statement is as follows:-

That, in the instant case the reference made by the Central Government is not maintainable in the eyes of law as there was no “employer and employee” relationship between the concerned workman and the Management. The concerned workman was never appointed under the recruitment rules, policy and procedure existed in the Bank and the invalid engagement can never constitute any termination of service in accordance with the law. The concerned workman was temporarily engaged like simple contract of casual nature by the local official on need basis. The concerned workman was engaged by the Branch Manager of the UCO Bank in his personal capacity without any sanction, approval of the competent authority. So he cannot claim or entitled for considering him as an employee of the Management-Bank. So the disengagement was also cannot amount to termination of services by the Management-Bank. The concerned workman was engaged by the Branch Manager of Jaleswar branch of UCO Bank from the month of January, 2009 intermittently for cleaning and sweeping and also he was paid consolidated amount purely on casual, temporary basis. Also the concerned workman was not in regular pay roll of the Bank and his deployment was temporary and casual in nature which was never concurred through proper selection process as recognized by the relevant rules and procedures.

The Management has further stated that the fact stated in Para-1 of the statement of claim is misleading, facts stated in Para-2 and 3 of the Statement of claim are completely fallacious and the facts mentioned in the Para-4 of the statement of claim is not true and the averments made in Para-5 & 6 are denied. The averments made in Para-7 of the statement of claim is incomplete and misleading. The averments made in Para-8 and 9 are beyond knowledge of the Management-Bank. A prayer has been made to pass an award in favour of the Management.

6. The second party-workman has filed his rejoinder denying all the averments made in the written statement by the Management.

7. On the basis of aforesaid pleadings of the parties following issues have been settled for effective adjudication of the dispute.

### ISSUES

1. Whether the action of the management of UCO Bank, Jaleswar Branch in terminating the services of Sri Suresh Chandra Jena w.e.f. 21.08.2010 without complying with the provisions of Industrial Disputes Act, 1947 is legal and justified?
2. What relief Sri Jena is entitled to?
8. The 2<sup>nd</sup> Party-Workman has examined only one witness. He is W.W.-1 Sri Suresh Chandra Jena, the workman.
9. The 2<sup>nd</sup> Party-workman has proved following documents which are marked as follows:-
  - (i) Ext.-1 -Photocopy of a chart towards payment made by the Branch Manager to the 2<sup>nd</sup> Party-workman.
  - (ii) Ext.-2 to Ext.-60 - Photocopies of the branch voucher under heading (miscellaneous) from dated 05.01.2009 to 20.03.2010.
  - (iii) Ext.-61 - Photocopy of the settlement on the Industrial Dispute between certain Banking Companies and their workman dated 19.10.1966.
10. The 1<sup>st</sup> Party-Management has examined only one witness. He is Ashis Kumar Pattnaik.
11. The 1<sup>st</sup> Party-Management have not proved/exhibited any documents in their support.

### FINDINGS

12. The Tribunal for the sake of convenience thinks it proper to discuss first of all on the Issue No. 1.

#### ISSUE NO. 1

13. It is the pleadings of the concerned workman that he was engaged as a daily wage worker at Jaleswar Branch of UCO Bank by the Branch Manager to perform the job of Peon and he had continuously worked in the Branch from 9.30 A.M. to 5.30 P.M. everyday from 5.01.2009 till 31.12.2009 for 276 days on payment of Rs. 70/- per day for every working days, but he was disengaged from job with effect from 21.08.2010.

14. On the other hand it is the pleadings in the written statement of the 1<sup>st</sup> Party-Management that the concerned workman was not appointed on regular basis and there was no relationship between him and the Branch Manager as “employee and employer”. However, the 1<sup>st</sup> Party-Management has admitted that the concerned workman was engaged by the then Branch Manager in his personal capacity without any sanction or approval of the competent authority for some job on temporary basis.

15. Now coming to the oral evidence of the Management Witness No. 1 Sri A.K. Pattnaik, it appears that he has deposed that the then Branch Manager of the Bank had got the disputant engaged casually and temporarily in respect of some menial job against payment made through voucher intermittently but he was neither engaged against any vacant post nor created any relationship of master and servant with the Branch Manager. He has also deposed that as per the records the disputant has not rendered continuous service of 240 days in a year. However, in the cross examination he has admitted that Ext.-2 series appear to be the payment vouchers of the Bank. He has also admitted that the disputant was paid Rs. 70/- per day for sweeping the branch, but he had not worked 240 days in the branch in a year.

16. However, the W.W.-1, Sri Suresh Chandra Jena has categorically deposed that he had worked as daily wager with effect from 05.01.2000 in the Jaleswar Branch of UCO Bank and he had discharged his work from 9.30 A.M. to 5.30 P.M. whereas he was paid Rs. 70/- per day on weekly basis by the Bank. He has also deposed that he had worked with effect from 05.01.2009 till 31.12.2009 continuously without any break for 276 days. He has proved a chart towards payments made by the Branch Manager as Ext.-1, vouchers dated 10.01.2009 to 30.03.2010 as Ext.-2 to Ext.-60. In the cross examination he has admitted that no written letter of appointment was issued to him for discharging the work in the Bank. He has also deposed that he was paid wages through vouchers by the Bank. He has also admitted that he had receive Rs. 40,000/- as compensation amount in terms of the Award passed in this case.

17. Now coming to the documentary evidence it appears that the Management has not produced any documents in support of its case. However, the workman has produced a chart showing payment since 05.01.2009 till 20.03.2010. Now, after going through the chart it appears that since 05.01.2009 to 31.12.2009 the concerned workman had discharged the duty of 276 days. Further Ext.-2 to Ext.-60 which are the photocopies of the vouchers for payment since 10.01.2019 to 30.01.2010 also show that the concerned workman has been paid as per the number of days worked.

18. Now after analyzing the oral and documentary evidence it is quite apparent that the concerned workman had discharged his duties from 05.01.2009 to 31.12.2009 in (one calendar year) for more than 240 days and he was paid remuneration of Rs. 70/- per day for that period.

19. At this stage, it is important to mention here that the definition of workman as defined U/s 2(s) of the Industrial Dispute Act, 1947 (14 of 1947) reads as follows:-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a person, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

20. At this stage it is also relevant to mention here that the Hon’ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

21. It is required to mention here that the concerned workmen namely Sri Suresh Chandra Jena had worked in the UCO Bank of Jaleswar Branch as daily wager as Sweeper so he was employed in the Bank on hire and consequently he a workman and there was a relationship between the Management with him as employer and employee, so there is an Industrial Dispute.

22. It is also relevant to mention here that the word retrenchment has been defined U/s. 2(oo) of the I.D. Act, Definition of Continuous service has been mentioned u/s 25-B of I.D. Act and the Condition Precedent to Retrenchment have been mentioned U/s 25-F of I.D. Act.

Section 2(oo) of the I.D. Act reads as follows:-

**Section 2(oo)**—“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill-health.

**25-B. Definition of continuous service** – For the purpose of this Chapter,-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b).....

Section 25-F of the Industrial Dispute Act reads as follows:-

**25-F Conditions precedent to retrenchment of workmen-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) *The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*

(b) *The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for Every completed year of continuous service) or any part thereof in excess of six months; and*

(c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)*

23. Now in this case there is categorical evidence that the concerned workman had worked in Jaleswar Branch of UCO Bank for more than 240 days in a Calendar Year, so the concerned workman was in continuous service in the Bank as defined U/s 25-B of I.D' Act. Moreover there is also evidence that the concerned workman was removed from his service w.e.f 02/06/2007. Further there is no evidence before the Tribunal that the concerned workman had been given one month notice in writing indicating the reasons for his retrenchment/ removal or had been paid compensation equivalent to 15 days of average pay as per provision of 25-F of the I.D. Act.

24. Hence, in view of the above discussion this Tribunal finds and holds that Sri Suresh Chandra Jena had worked in Jaleswar Branch of UCO Bank as Sweeper and he had been terminated from service w.e.f. 28.03.2010. Further the action of the management in terminating the services of the concerned workman w.e.f. 28.03.2010 is not legal and justified. Hence the concerned workman is entitled for relief. Hence, this issue is decided in favour of the 2<sup>nd</sup> Party-Workman.

25. Now the Tribunal will discuss Issue No. II.

## ISSUE NO. II

26. It is the submission of the learned lawyer of the workman that as per Clause 20.8 & 20.12 of the first Bipartite Settlement there is a provision that a temporary workman may also be appointed to fill up permanent vacancy provided that such temporary appointment shall not exceed for the period of three months during which the Bank shall make arrangement for filling up the vacancy permanently and if selected they may have to undergo probation period. It is the further submission of the learned lawyer of the workman that the concerned workman has worked for more than three months in a permanent vacancy of Peon /Sweeper at Jaleswar Branch of UCO Bank, so he is entitled for regularization of his service in the permanent vacancy of the Bank. It is also submitted by the learned lawyer of the concerned workman that the Management had violated the provisions of the Section 25-G and 25-H of the I.D. Act.

27. On the other-hand the learned lawyer for the Management has submitted that the concerned workman was not working against any sanctioned post of Peon/Sweeper in the UCO Bank of Jaleswar Branch, so the provisions as cited by the learned lawyer of the workman are not applicable in this case.

28. At this stage it is relevant to mention here that there is no such pleadings of the workman that he was engaged as daily wage worker in Jaleswar Branch of UCO Bank against any sanctioned post and there was any sanctioned post vacant in that period. Moreover, the W.W.-1 Suresh Chandra Jena in his evidence has also not mentioned that he was working against any vacant/sanctioned post in Jaleswar Branch of UCO Bank for the period from 05.01.2009 to 20.03.2010.

29. It is also relevant to mention here that in the statement of claim the concerned workman has not mentioned that after his disengagement any other daily wage worker were appointed in his place rather he has mentioned that the Bank had regularized a good number of daily wage workers in recent past in a phased manner at different branches.

Further in his evidence he has also not mentioned that after his disengagement any other person was engaged in his place and he had been denied the opportunity of engagement.

30. In view of the above discussions the provisions of Clause 20.8 & 20.12 of the Bipartite Settlement and the provisions under section 25-G and 25-H of the Industrial Disputes Act are not applicable in this case.

31. At this stage it is relevant to mention here that the Hon'ble Supreme Court in a catena of decision have been pleased to observe that the completion of 240 days work doesn't under the law import the right to regularization and it merely imposed certain obligation on the employer at the time of termination of service.

The Hon'ble Supreme Court in a case of **Hindustan Aeronautics Ltd Vs. Dan Bahadur Singh, as reported in (2007) 6 SCC 207**, especially in Paragraph No. 18 as under:-

*"18. The next question which requires consideration is whether completion of 240 days in a year confers any right on an employee or workman to claim regularization in service. In MadhyamikShikshaParishad vs. Anil Kumar Mishra it was held that the completion of 240 days' work does not confer the right to regularization under the Industrial Disputes Act. It merely imposes certain obligations on the employer at the time of termination of the services. In M.P. Housing Board vs. Manoj Shrivastava (para 17) after referring to several earlier decisions it has been reiterated that it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be regularized in service. This view has been reiterated in Gangadhar Pillai vs. Siemens Ltd. The same question has been examined in considerable detail with reference to an employee working in a government company in Indian Drugs & Pharmaceuticals Ltd. vs. Workmen and paras 34 and 35 of the report are being reproduced below: (SCC p.426)*

*"Thus, it is well settled that there is no right vested in any daily wager to seek regularization. Regularization can only be done in accordance with the rules and not dehors the rules. In the case of E. Ramakrishnan v. State of Kerala this Court held that there can be no regularization dehors the rules. The same view was taken in Kishore (Dr.) v. State of Maharashtra and Union of India v. BishamberDutt. The direction issued by the services Tribunal for regularizing the services of persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.*

*In Surinder Singh Jamwal (Dr.) v. State of J&K it was held that ad hoc appointment does not give any right for regularization as regularization is governed by the statutory rules."*

The Hon'ble Jharkhand High Court has been pleased to observe in **L.P.A No. 268/2012** which is as under:-

*"(xiv) Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years, then also, his services cannot be regularized. 240 days' working is not a magic bond which converts illegal appointment into the legal appointment. In fact, 240 days working has nothing to do with the regularization at all. 240 days working has got reference under Section 25-B of the Industrial Disputes Act, 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several times the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days, their services should be regularized. In fact, there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if, the worker has worked for 240 days."*

The Hon'ble Jharkhand High Court has been further pleased to hold as follows:-

*"Whenever any employment is given unauthorizedly, in the respondent-UCO Bank, Hirapur, Dhanbad, such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization. In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts, it will provide encouragement to those who are adorning high-ranking administrative position to give illegal appointment and later on, to get them regularized by the orders of the Courts. A thing which cannot be done directly, can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be a party to illegal regularization of such employee."*

32. In view of such fact and in view of decision of Hon'ble Supreme Court and Hon'ble Jharkhand High Court it is settled that the concerned workman is not entitled for regularization of his job for working 240 days in a calendar year in UCO Bank, Jaleswar Branch.



33. It is relevant to mention here that the Hon'ble Supreme Court in a case of **BSNL Vs. Bhurumal as reported in (2014) 7 SCC 177**, the Hon'ble Supreme Court has been pleased to observe as under:-

*The Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (See: State of Karnataka vs. Uma Devi (2006) 4 SCC 1). Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.*

35. The Hon'ble Supreme Court in a case of **District Development Officer Vs. Satish Kantilal Amrelia** as reported in (2018) 12 SCC 29 B has been pleased to hold as follows:-

*“In view of forgoing discussion, we are of the considered view that it would be just, proper and reasonable to award lump sum monetary compensation to the respondent in full and final satisfaction of his claim of re-instatement and other consequential benefits by taking recourse to the powers under Section 11-A of the Act and the law laid down by this Court in Bharat Sanchar Nigam Limited case (supra)”.*

36. The Hon'ble Supreme Court in an another case between the Deputy Executive Engineer Vs Kuberbai Kanjibhaias reported in 2019 (160) FLR 651 has reiterated the same principle.

37. Now, in this case the concerned workman had been working as Sweeper on daily wages in the UCO Bank of Jaleswar Branch since his engagement on different dates and he was terminated from the service w.e.f. 28.03.2010 without being given any notice of termination or the notice pay in lieu of termination.

38. In view of the decision of Hon'ble Supreme Court as discussed above it would be proper, just and reasonable to grant lump-sum monetary compensation of Rupees Two lakhs to the concerned workman.

39. Hence, the Issue No. II is partly decided in favour of the 2<sup>nd</sup> Party-workman.

40. After considering all the facts and circumstances this Tribunal renders the following order:-

### ORDER

41. “The action of Management of UCO Bank of Jaleswar Branch in terminating the services of Sri Suresh Chandra Jena is not legal and justified.

42. Hence, the concerned workman is entitled for relief which is as under:-

The UCO Bank of Jaleswar Branch is directed to pay a sum of Rs. Two Lakhs to the concerned workman as lump-sum compensation after deducting Rs. 40,000/- already paid to him within one month after publication of this award in Official Gazette.

43. This is the Award of the Tribunal

Dictated & Corrected by me.

Presiding Officer.

CGIT-cum-Labour Court, BBSR.

Presiding Officer

CGIT-cum-Labour Court, BBSR.

नई दिल्ली, 18 मार्च, 2024

**का.आ. 531.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़-I के पंचाट (14/2023) को प्रकाशित करती है।

[सं. एल-39025/01/2024-आईआर (बी-II)-13]

सलोनी, उप निदेशक



New Delhi, the 18th March, 2024

**S.O. 531.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Chandigarh* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2024- IR(B.II)-13]

SALONI, Dy. Director

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH.**

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.14/2023

Registered on:-01.12.2023

Pawan Kumar, Budhakhera District Kaithal.

.....Workman

Versus

Canara Bank, Budhakhera, District Kaithal.

.....Management

**ORDER**

**Passed On:-01.02.2024**

1. The present case is referred from ALC on Samadhan Portal on 01.12.2023.
2. Today Workman has appeared in Court and produced photocopy of his Aadhaar Card and made a statement that he withdraw the present case. Which is recorded separately. Workman is identified as per his Aadhaar Card.
3. In view of the statement made by the workman, the present application deserves to be dismissed as withdrawn. Accordingly, the instant application stand dismissed as withdrawn. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 18 मार्च, 2024

**का.आ. 532.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल की लाचीपुर कोलियरी के प्रबंधन के संबंध में नियोजकों और स्वर्गीय मोमिन सेख के आश्रित कामगार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 49/2008) को प्रकाशित करती है

[सं. एल-22012/48/2008-आई. आर. (सी.एम -II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th March, 2024

**S. O. 532.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2008) of the **Central Government Industrial Tribunal-cum-Labour Court Asansol** as shown in the Annexure, in the industrial dispute between the Management of Lachipur Colliery of ECL and Dependents of Late Momin Sekh worker.

[No. L-22012/48/2008- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**ANNEXURE**  
**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,**  
**ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 49 OF 2008**

**PARTIES:** Dependents of Late Momin Sekh  
**Vs.**  
Management of Lachipur Colliery of ECL

**REPRESENTATIVES:**

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Adv.

**INDUSTRY:** Coal.

**STATE:** West Bengal.

**Dated:** 14.02.2024

**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/48/2008-IR(CM-II)** dated 13.08.2008 has been pleased to refer the following dispute between the employer, that is the Management of Lachipur Colliery under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**SCHEDULE**

*“ Whether the action of the Management of M/s. ECL in denying employment to dependent of Late Shri Momin Sheikh is legal and justified? To what relief is the claimant entitled? ”*

1. On receiving Order **No. L-22012/48/2008-IR(CM-II)** dated 13.08.2008 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 49 of 2008** was registered on 27.08.2008 / 13.04.2009 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress filed a written statement on 09.09.2015 on behalf of the dependents of the deceased workman. Facts of the case according to the petitioner is that Momin Sekh, a workman of Lachipur Colliery under Kajora Area of Eastern Coalfields Limited (hereinafter referred to as ECL) died in harness on 31.03.2000. According to the provisions of Clause 9.3.2 of the National Coal Wage Agreement - VI (hereinafter referred to as NCWA-VI) a dependent of the deceased employee is entitled to get employment under the employer company. Initially the elder son of Late Momin Sekh applied for employment and submitted necessary documents in support of his claim. The employment proposal was processed by the management and sent to the Area Office but there was delay on the part of the Area Office in processing the employment proposal. In the meantime, the elder son Abdul Motakabbar Sekh started his own business and opened a shop. Mst. Sabera Bibi, the wife of Late Momin Sekh then changed the nomination in favour of Rafikul Sekh, her younger son for providing employment. The management of the colliery and the area did not process the proposal for employment on the ground that the claim for employment was belated. It is the case of the union that the claim for employment was made within time and only the nomination was changed subsequently. The competent authority of the company after a long period permitted processing of the proposal in favour of Rafikul Sekh. The proposal was forwarded to the Headquarters of ECL but the same was returned seeking police verification relating to the relationship of Rafikul Sekh with Late Momin Sekh. Police verification was conducted and report was submitted in favour of Rafikul Sekh but the employment proposal is still pending. The family of the deceased employee is facing starvation and is in need of an employment of the dependent son immediately. It has been averred in the written statement that Rafikul Sekh is the son of Late Momin Sekh, has

submitted all the documents to fulfill the requirement of the management. It is urged that the management of ECL should be directed to provide employment to Rafikul Sekh and also pay monetary compensation to the wife of Late Momin Sekh for their livelihood.

3. The management of Lachipur Colliery submitted written statement on 24.02.2016 and contested the Industrial Dispute raised by the union. The specific case of the management is that the name of Rafikul Sekh did not appear in the Service Record Excerpt (hereinafter referred to as SRE) of the deceased employee and during his lifetime Momin Sekh did not seek any approval for inclusion of name of Rafikul Sekh in the Service Record. It is claimed that the relationship of the nominee with the deceased employee has not been established and the claimant is not entitled to get any relief as per terms of reference of the Industrial Dispute.

4. On 06.05.2017 a rejoinder was submitted by Koyala Mazdoor Congress wherein it is submitted that the management of Colliery had sent the proposal of Rafikul Sekh to the Area Office after proper screening at the Colliery level and all family members appeared before the Area Screening Committee and submitted their no objection in favour of Rafikul Sekh for providing employment to him in place of Late Momin Sekh. Medical examination was held by the Initial Medical Examination Board and after finding him fit a proposal for employment was sent to the Headquarters of ECL. The relationship between Rafikul Sekh and Late Momin Sekh was verified. Voter Identity Card, PAN Card, Aadhaar Card, and Relationship Certificate were submitted as proof. Late Momin Sekh had availed LTC/LLTC during his lifetime where the name of Rafikul Sekh and other family members are recorded. It is denied that the name of Rafikul Sekh was not entered in the Service Record of Late Momin Sekh. The management of ECL also paid Coal Mine Provident Fund refund claim and Gratuity amount to the wife of Late Momin Sekh admitting the relationship of Mst. Sabera Bibi with Late Momin Sekh. It is claimed that the General Manager of the Area recommended the employment proposal of Rafikul Sekh after verifying records, documents and statements of the family members. Indemnity Bond was submitted by Rafikul Sekh reaffirming his relationship with deceased employee. It is contended that the management is harassing the dependent family members of Late Momin Sekh by delaying the employment of the dependent son without any valid reason.

5. It is asserted that there was no delay in submitting their claim for employment as dependent of Late Momin Sekh. Accordingly, Rafikul Sekh should get employment and the wife of Late Momin Sekh should get monetary compensation from the date of death of Late Momin Sekh till employment is provided to the dependent son.

6. In support of the case of the petitioner Rafikul Sekh, has been examined as workman witness – 1. An affidavit-in-chief has been filed wherein he has reiterated his relationship with Late Momin Sekh, claimed employment as dependent on the death of his father on 31.03.2000 while he was in the service of the company. WW-1 stated that his mother applied for employment of his elder brother, Abdul Motakabbar Sekh and thereafter she changed the nomination in favour of WW-1, the younger son. It is stated that the Colliery management processed the employment proposal of Rafikul Sekh. Medical examinations were held at the Area and the same was forwarded to the Headquarters for approval. Management also verified the relationship between Rafikul Sekh and Late Momin Sekh by way of Police Verification. Therefore, he is entitled to get employment in place of his father. It is stated that the management of ECL has deliberately delayed granting employment without justification. The witness has also demanded monetary compensation for his mother from the date of death of his father till employment is provided to him. The workman witness has produced the following documents which have been admitted in evidence :

- (i) Photocopy of the Identity Card of Late Momin Sekh is produced as Exhibit W-1.
- (ii) Photocopy of the SRE, as Exhibit W-2.
- (iii) Photocopy of the Death Certificate of Late Momin Sekh, as Exhibit W-3.
- (iv) Photocopy of the letter dated 07.09.2000 of Mst. Sabera Bibi addressed to the Agent of Lachipur Colliery claiming employment for her elder son, as Exhibit W-4.
- (v) Photocopy of the letter dated 11.09.2000 of the Manager of Lachipur Colliery calling for relevant documents, as Exhibit W-5.
- (vi) Photocopy of the letter dated 25.07.2005 of Mst. Sabera Bibi seeking employment for Rafikul Sekh, as Exhibit W-6.
- (vii) Photocopy of the letter dated 18.01.2006 of the Manager of Lachipur Colliery seeking explanation from Mst. Sabera Bibi regarding change of nomination, as Exhibit W-7.
- (viii) Photocopy of the letter dated 21.02.2006 of the Manager of Lachipur Colliery addressed to the Dy. CPM, Kajora Area relating to cause of delay in submitting the claim for employment cited by the wife of Late Momin Sekh, as Exhibit W-8.
- (ix) Photocopy of the letter dated 07.04.2006 issued by the Dy. CPM, Kajora Area addressed to the Agent, Lachipur Colliery regretting the claim for employment of Rafikul Sekh on the ground of delay, as Exhibit W-9.

- (x) Photocopy of the letter dated 26/30.10.2007 of the Agent of Lachipur Colliery addressed to Mst. Sabera Bibi seeking explanation for delay, as Exhibit W-10.
- (xi) Photocopy of the Minutes of Meeting dated 29/30.05.2007 where decision was adopted for processing the proposal of employment, as Exhibit W-11.
- (xii) Photocopy of the letter dated 01.08.2008 and 29.09.2008 whereby competent authorities were advised to process the proposal of employment, as Exhibit W-12 and W-13 respectively.
- (xiii) Photocopy of the application submitted by Rafikul Sekh and Mst. Sabera Bibi, as Exhibit W-14 and W-15 respectively.
- (xiv) Photocopy of the letter dated 13.05.2010 of Dy. CPM of Kajora Area addressed to the Agent of Lachipur Colliery seeking clarification, as Exhibit W-16.
- (xv) Photocopy of the letter dated 31.07.2012 seeking an affidavit from 1<sup>st</sup> Class Judicial Magistrate to reconcile the difference in spelling of the name of Rafikul Sekh, as Exhibit W-17.
- (xvi) Photocopy of the Memorandum of Settlement in Form-H dated 13.06.2014, as Exhibit W-18.
- (xvii) Photocopy of the representation dated 21.09.2018 submitted against refusal to process the employment proposal, as Exhibit W-19.
- (xviii) Photocopy of the Police Verification and other communications made by the management, as Exhibit W-20 series (W-20 to W-20/12).

In cross-examination witness denied that he is not the son of Late Momin Sekh or that he is not entitled to get any employment in place of Late Momin Sekh due to delay in placing the claim.

7. Mr. Proloy Dasgupta, Manager (Personnel) at Lachipur Colliery under ECL has filed his affidavit-in-chief and deposed on behalf of the management of ECL as management witness – 1. In his affidavit-in-chief he stated that Mst. Sabera Bibi at the first instance applied for employment of her elder son Abdul Motakabbar Sekh on 09.02.2001, then she changed her mind and submitted another application claiming employment for her younger son Rafikul Sekh. The employment of the dependent of Late Momin Sekh was regretted by the competent authority which was communicated vide letter no. KAJ/Pers./C-6/35/18/485 dated 21.07.2018 on the ground that the claim for employment has been made after more than eight years from the cause of action. The management of ECL has produced the following documents in support of their case which have been admitted in evidence :

- (i) Photocopy of the application submitted by the wife of Late Momin Sekh claiming employment for Rafikul Sekh produced as Exhibit M-1.
- (ii) Photocopy of the SRE of Late Momin Sekh, as Exhibit M-2.
- (iii) Photocopy of the letter dated 08.01.2013 for providing employment to Rafikul Sekh against the death of his father, as Exhibit M-3.
- (iv) Photocopy of the letter dated 21.07.2018 issued by the Area Personnel Manager of Kajora Area addressed to the Agent of Khas Kajora Colliery Group of Mines for issuing a formal rejection letter against the claim for employment of Rafikul Sekh., as Exhibit M-4.

In course of cross-examination management witness deposed that in 2008 the wife of Late Momin Sekh changed her nomination for employment in favour of her younger son Rafikul Sekh. It is admitted that no employment was provided to the elder son for the period from 2001 to 2008. The witness admitted that after settlement dated 13.06.2014 (Exhibit W-18) documents of the dependent of Late Momin Sekh were verified on 10.10.2017 and the proposal for employment was regretted on the ground of delay.

8. The point for consideration at this stage is whether the action of management of ECL in denying employment to the dependent of Late Momin Sekh is legal and justified and to what relief the claimant is entitled to.

9. Mr. Rakesh Kumar, Union representative arguing the case for Rafikul Sekh submitted that Late Momin Sekh died on 31.03.2000 while he was in employment of the company at Lachipur Colliery. He died an accidental death and Mst. Sabera Bibi, the wife of the deceased employee submitted an application before the management of the company claiming employment for Abdul Motakabbar Sekh, her elder son as per provisions of NCWA-VI, which came into effect from 01.07.1996. Referring to Exhibit W-4, the application submitted by Mst. Sabera Bibi on 07.09.2000 it is argued that the application claiming employment for the dependent of the deceased employee was made at the earliest point of time but the management of company did not process the proposal for employment. After waiting for a considerable period, the elder son started a business of his own due to which the wife of the deceased employee changed the nomination for employment in favour of Rafikul Sekh, her younger son. The change in nomination was made in favour of Rafikul Sekh on 25.07.2005, photocopy of the letter has been produced as Exhibit W-6. After

the nomination was changed the management of the company issued a letter dated 18.01.2006 (Exhibit W-7), informing Mst. Sabera Bibi that due to abnormal delay in filing the claim by her after the lapse of five years, she was required to explain why the nomination has been changed after such a long period and only then the competent authority would consider the matter. On the basis of her reply dated 02.02.2006 the management of the company informed that since the claim for employment was made by Mst. Sabera Bibi after lapse of five years and eleven months, the same could not be considered. Mr. Rakesh Kumar submitted that the management by regretting the claim for employment of the dependent son has acted arbitrarily, contrary to the scheme in NCWA for employment to the dependent of the worker who dies while in service. The union representative asserted that the proposal for employment in favour of Rafikul Sekh should be processed without further delay. He also prayed for necessary order to grant monetary compensation to Mst. Sabera Bibi, the wife of the deceased workman.

10. Mr. P. K. Das, learned advocate for the management of ECL in reply argued that Mst. Sabera Bibi changed the nomination in favour of Rafikul Sekh in her letter dated 25.07.2005 (Exhibit W-6) but the name of Rafikul Sekh did not appear in the SRE of Late Momin Sekh. It is further argued that the Area Screening Committee found discrepancy in the name of the dependent of Late Momin Sekh and the Senior Manager (Personnel) of Kajora Area asked for an affidavit to be sworn before the Judicial Magistrate since the name of the nominee differed from the name appearing in the service record. Learned advocate argued that in the Service Record Excerpt of Late Momin Sekh, produced as Exhibit M-2, the columns related to the details of family members were found blank. Referring to the letter dated 21.07.2018 issued by the Area Personnel Manager of Kajora Area addressed to the Agent of Khas Kajora Colliery Group of Mines, Kajora Area which has been produced as Exhibit M-4, learned advocate submitted that it was informed that the claim for employment for Rafikul Sekh was made after more than eight years from the cause of action and as there were several discrepancies, the case was regretted. Relying upon the decision of order dated 20.03.2015 of the Hon'ble High Court at Calcutta passed in the case of **Nimai Kumar vs Coal India Limited and Others [W.P. 19645(W) of 2013 with C.A.N. 1225 of 2015]**, it is argued that as per guidelines of the company belated case of compassionate employment cannot be considered. Learned advocate submitted that compassionate appointment is intended to assuage the hardship the family of a deceased employee may face upon untimely death while in service.

11. It is urged that there can be no doubt that there is no right to such compassionate appointment but it only gives rise to an entitlement, where a scheme or rules envisaging it exists. Learned advocate submitted that the elder son whose name was at first nominated for employment started his own business by opening a shop. The mother relinquished the claim for employment of Abdul Motakabbar Sekh and made a fresh nomination claiming employment for Rafikul Sekh only in the year 2005. It is argued that the financial condition of the family of the deceased had improved and the family was not solely depended upon the employment of one family member in place of the deceased employee. Furthermore, the nomination was changed in favour of Rafikul Sekh after long lapse of time, which was not acceptable to the management of the company. Referring to the guidelines of Director (Personnel), ECL Headquarters vide Memorandum No. ECL/D(P)/47/16249 dated 07.06.2001, it is submitted that according to the guidelines the application claiming employment was required to be made within six (6) months. In the instant case delay in claiming employment for the second son has defeated the purpose and the management is under no obligation to provide any employment. Learned advocate submitted that the dispute is not related to claim for monetary compensation and prayed for dismissing the Industrial Dispute.

12. I have considered the Industrial Dispute raised, the pleadings of the parties, evidence adduced on behalf of the union and the employer and arguments advanced on behalf of parties. Delay in seeking employment for the second son is conspicuous from the available material. The claim for employment of Rafikul Sekh has been made more than five years after the death of his father. The provisions of Clause 9.3.2 of NCWA-VI provides that one dependent of the worker, who dies while in service, will be entitled to employment. Admittedly, Late Momin Sekh died while he was in service of the company and such incident made his dependent family members eligible to be considered for employment in terms of the provision of Clause 9.3.4. To avail such opportunity the application is required to be made within a reasonable time so that the management of the company is convinced that the dependent family member is in need of such employment. The first claim for employment was made by Mst. Sabera Bibi on 07.09.2000 (Exhibit W-4) and the management responded to such application by their letter date 11.09.2000 (Exhibit W-5) in which they called for some documents and asked resubmission of the claims. In her subsequent letter dated 25.07.2005 (Exhibit W-6) Mst. Sabera Bibi informed the management that her elder son has opened one Grocery Shop and is not interested to accept the employment against the death of his father, as such she nominated her younger son, Rafikul Sekh. The management of the company in their letter dated 26/30.10.2007 (Exhibit W-10) stated that the second claim has been made after lapse of four years and eight months and unless a satisfactory answer regarding such abnormal delay is received no further action would be taken. The management of the company had initiated a Police verification to ascertain the relationship of Rafikul Sekh with Late Momin Sekh, which was answered in the positive. The claim was regretted by the competent authority only on the ground of delay. Thereafter, a meeting was held between the Director (Personnel), ECL and representatives of Koyala Mazdoor Congress (HMS) on 23.10.2019 (Exhibit W-20/11) where the management agreed to re-examine the case of Rafikul Sekh. The

management thereafter did not communicate their final decision to the dependents though in this proceeding they specified that due to delay the proposal could not be accepted.

13. In a decision of the Hon'ble High Court at Calcutta in the case of **Nimai Kumar vs Coal India Limited and Others [W.P. 19645(W) of 2013 with C.A.N. 1225 of 2015]** it was observed that :

*“ In view of the judicial pronouncements that mandate that an application for appointment on compassionate grounds cannot be pursued more than five years after the death of the concerned employee, since the petitioner has been able to survive without an appointment for more than ten years now, the petitioner's application for compassionate appointment cannot be carried forward any further.”* In the instant case Rafikul Sekh was nominated for employment more than 5 years after the death of his father. The first choice for dependent's employment was the elder son. The family of the deceased employee was able to relocate the elder son with an alternate employment by way of opening a Grocery Shop. The family of deceased has made provision for its subsistence during these twenty-three years. It is to be borne in mind that the employment of dependent under NCWA is not an inheritable right but only creates an entitlement under a scheme, making a person eligible for consideration. However, such eligibility does not condense into any irrefutable right.

14. The management in their Memorandum No. ECL/D(P)/47/16249 dated 07.06.2001 stipulated the period within which the application has to be submitted. Therefore, such claim cannot be accepted after long lapse of time. The management of ECL in Exhibit M-4, a letter dated 21.07.2018 has rejected the claim for employment due to delay. I do not find any arbitrariness or illegality on the part of the management in refusing the prayer for employment. So far as the other reliefs are concerned, I find that the wife of deceased was not paid any monetary compensation at any point of time. When the alternative relief of employment is not extended to the dependents, the wife becomes entitled to monetary compensation under Clause 9.5.0 of NCWA-VI.

15. In view of the facts and circumstances of the case I hold that the claim for employment of Rafikul Sekh as dependent is defeated due to delay. Mst. Sabera Bibi, the wife of the deceased employee however, is entitled to the relief of monetary compensation from the date of death of Momin Sekh i.e. 31.03.2000 till she attains the age of sixty (60) years. The management of ECL is directed to pay the monetary compensation to the dependent wife of the deceased within two (2) months from the date of communication of the Notification.

Hence,

### ORDERED

That the Industrial Dispute challenging the refusal of employment of the dependent of Late Momin Sekh is allowed in part on contest. The management of the company is directed to disburse monetary compensation to Mst. Sabera Bibi, the widow of the deceased workman for the period from 31.03.2000 till she attains sixty (60) years of age. The monetary compensation be paid within two (2) months from the date of communication of this Notification. An Award be drawn up in light of the above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

**का.आ. 533.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल की मोहनपुर कोलियरी के प्रबंधन के संबद्ध नियोजकों और सिबाराम तिवारी कामगार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 20/2010)** को प्रकाशित करती है

[सं. एल. 22012/29/2010-आईआर. (सी.एम -II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th March, 2024

**S. O. 533.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No.20/2010**) of the **Central Government Industrial Tribunal-cum-Labour Court Asansol** as shown in the Annexure, in the industrial dispute between the Management of Mohanpur Colliery of ECL and Sibaram Tewary worker.

[No. L-22012/29/2010- IR (CM-II)]

MANIKANDAN. N, Dy. Director

**ANNEXURE**  
**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,**  
**ASANSOL.**

**PRESENT:** Shri Ananda Kumar Mukherjee,  
Presiding Officer,  
C.G.I.T-cum-L.C., Asansol.

**REFERENCE CASE NO. 20 OF 2010**

**PARTIES:** Sibaram Tewary  
  
Vs.  
Management of Mohanpur Colliery of ECL

**REPRESENTATIVES:**

For the Union/Workman: Mr. Ganesh Roy, Adv.  
For the Management of ECL: Mr. P. K. Goswami, Adv.

**INDUSTRY:** Coal.

**STATE:** West Bengal.

**Dated:** 20.02.2024

**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/29/2010-IR(CM-II)** dated 28.10.2010 has been pleased to refer the following dispute between the employer, that is the Management of Mohanpur Colliery under Salanpur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

**SCHEDULE**

*“Whether the action of the management of Mohanpur Colliery of M/s. ECL (Salanpur Area) by superannuating Sri Sibaram Tewary, Attendance Clerk on 30.06.2008 is legal and justified? To what relief is the workman concerned entitled for? ”*

1. On receiving Order **No. L-22012/29/2010-IR(CM-II)** dated 28.10.2010 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 20 of 2010** was registered on 12.11.2010 / 09.12.2011 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Sibaram Tewary, the retired workman appeared and filed his written statement on 23.04.2012. Fact of the case as disclosed in the written statement of the ex-workman is that Sibaram Tewary was a permanent employee under Eastern Coalfields Limited (hereinafter referred to as ECL) and posted as an Attendance Clerk bearing U.M. No. 172051 at Mohanpur Colliery under Salanpur Area. He was appointed in his service in the year 1969. The workman passed his School Final Examination in the year 1976 and his date of birth appears as 08.02.1956 in the School Final Examination Certificate issued by the West Bengal Board of Secondary Education (hereinafter referred to as WBBSE). The management considered his School Final Examination Certificate and issued his Identity Card wherein his date of birth is recorded as 08.02.1956. The management of ECL thereafter issued an Office Order dated 23.06.1989 wherein the Age Assessment Committee as per Implementation Instruction No. 76 (hereinafter referred to as II No. 76) of Joint Bipartite Committee for the Coal Industry assessed the age of Sibaram Tewary as 08.02.1956 as per School Final Certificate. It is contended that the management without considering documents relating to proof of age has superannuated the workman w.e.f. 30.06.2008 which is illegal. Being highly dissatisfied with such illegal act of the management, the workman raised an Industrial Dispute challenging his premature superannuation and the Assistant Labour Commissioner (Central), Asansol failed to settle the dispute. The workman claimed that he has been victimized by the management and prayed for his reinstatement and payment of back wages and their dues for the period from 30.06.2008 to 07.02.2016.

3. The Agent of Mohanpur Colliery under Salanpur Area of ECL on receiving Notice of the reference case filed his written statement on 21.01.2015. The specific case of the management of ECL is that the date of birth of Sibaram Tewary is 08.02.1956 as per School Final Supplementary Examination Certificate of the year 1976. Sibaram Tewary was appointed in service on 01.07.1969 and the said certificate was obtained by him in the year 1976, after a passage of seven years from his year of appointment. According to the respondent Sibaram Tewary has already superannuated from his service as such the Industrial Dispute has become infructuous and he is entitled to no relief. It is claimed that superannuation of Sibaram Tewary on 30.06.2008 is lawful and the dispute relating to his age cannot be entertained at this belated stage. The management has prayed for dismissal of this Industrial Dispute.

4. After filing of written statements the case was fixed up for evidence of workman witness. Sibaram Tewary filed his affidavit-in-chief. It is admitted that he joined his service as workman under the management of ECL in the year



1969. He was posted as Attendance Clerk at Mohanpur Colliery. The workman passed the School Final Examination in the year 1976 and in the Certificate issued was by WBBSE his date of birth has been mentioned as 8<sup>th</sup> day of February, 1956, which has been verified and considered by the management and the same has been referred in the Office Order dated 23.06.1989. It is his case that management had wrongly superannuated him from service on 30.06.2008 without considering his School Final Examination Certificate, terms of agreement and Notification applicable to him. It is further stated in his affidavit-in-chief that the management be directed to reinstate him in service and pay him his back wages and other benefits and dues for the period from 30.06.2008, the date on which he was wrongly superannuated till 07.02.2016, the date of his actual superannuation. In cross-examination the witness (workman witness – 1) deposed that he passed his Madhyamik examination in the year 1976 as a private candidate. It also emerged from his cross-examination that the Service Identity Card he relied upon was issued in the year 1984, in which his date of birth is recorded as 08.02.1956. At the time of examination of the workman witness no document was admitted in evidence by way of his identification.

5. The management of ECL did not file any affidavit-in-chief in support of their case. Mr. Bidhan Mukherjee, Senior Officer (Personnel) at Mohanpur Colliery under ECL was examined as Management Witness – 1. The witness deposed that Sibaram Tewary was superannuated from his service on 30.06.2008 and his date of birth was recorded as 08.02.1956 in the Form 'B' Register of the employer company. The relevant extract of Form 'B' Register was admitted in evidence as Exhibit M-1. A photocopy of the School Final Examination Certificate of Sibaram Tewary has been admitted in evidence as Exhibit M-2, where his year of birth appeared as 1956. Management Witness -1 deposed that he cannot produce any copy of letter informing the change of date of birth of the workman from 08.02.1956 to 01.07.1948. In cross-examination the witness deposed that he cannot produce any report of medical examination by which the year of birth of Sibaram Tewary was assessed as 1948 in place of 1956. The witness admitted that no medical examination of workman was held for determination of his age. Witness reiterated in his cross-examination that the year of birth of the workman was recorded as 1956 in the Form 'B' Register of the company.

6. Mr. P. K. Goswami, learned advocate arguing the case on behalf of the management submitted that Sibaram Tewary, the aggrieved workman was appointed in service in the year 1969 and his year of birth was recorded as 1948 in the Form 'B' Register. Subsequently, without seeking any permission from the management the workman obtained a School Final Examination Certificate where his date of birth was recorded as 08.02.1956. The workman had no document in support of his age at the time of his appointment and he appears to have been appointed at the age of 18 years and could not have been a minor. It is argued that the workman claimed to have passed his School final examination in May, 1976 where his date of birth was recorded as 08.02.1956, but there is no foundation or basis of such date of birth and it was entered in the school register only on the basis of an affidavit. Learned advocate claimed that the workman has been rightly superannuated on 30.06.2008 treating his year of birth as 1948 which originally appeared in Form 'B' Register of the company. It is contended that if the year of birth of workman was treated as 08.02.1956, then in the year 1969, at the time of his appointment he was only thirteen (13) years of age, which is contrary to the provisions of Mines Act., as no child can be appointed in the mines. Learned advocate referred to the provisions of II No. 76, relating to procedure for determination and verification of age of employees. In paragraph (B) relating to review / determination of date of birth in respect of existing employees where it is provided that Matriculation Certificate or Higher Secondary Certificate issued by the recognised Universities or Board or Middle Pass Certificate issued by the Board of Education and/or Department of Public Instruction and admit cards issued by the aforesaid bodies should be treated as correct provided they were issued by the said Universities/Boards/Institutions prior to the date of employment. Learned advocate argued that the workman cannot derive advantage of getting a longer period of service on the basis of a date of birth appearing in a subsequently obtained educational certificate, which did not exist at the time of his appointment. It is urged that the workman was superannuated on 30.06.2008 on the basis of his year of birth, 1948 and his claim for back wages for the period from 30.06.2008 to 07.02.2016 is liable to be dismissed.

7. Mr. Ganesh Roy, learned advocate for the workman argued that the date of birth of the workman is recorded as 08.02.1956 in the School Final Examination Certificate (Exhibit M-2) and Form 'B' Register (Exhibit M-1) and it also finds reflection in the Identity Card issued to him at Mohanpur Colliery and the Office Order dated 23.06.1989. Learned advocate claimed that workman has been illegally superannuated from his service eight years prior to his actual date of superannuation for which the workman has suffered immense loss. Learned advocate argued that according to II No. 76 the date of birth of a workman and his age should be determined on the basis of his Matriculation Certificate which cannot be altered under any circumstance. In support of his claim learned advocate relied upon the decisions report in (i) [(2011) 3 WBLR (SC) 369], (ii) **Sukumar Dawn vs Coal India Limited and Others** [(2013) 3 WBLR (Cal) 605], and a decision of the Hon'ble High Court at Calcutta in the case of **Radha Kanta Banerjee vs Coal India Limited and Others** [WP No. 163 of 2012].

8. Learned Advocate citing the decision of the Hon'ble High Court submitted that in the case of **Sukumar Dawn vs Coal India Limited and Others** [(2013) 3 WBLR (Cal) 605], the Hon'ble High Court at Calcutta held that the age determined by the Colliery Medical Officer cannot be considered as sacrosanct and the Age Dispute Committee cannot defeat the petitioner's right in the absence of any proof of service of Notice of the said committee upon the petitioner and that even if the petitioner failed to produce any proof relating to his date of birth, respondent authority



cannot in derogation of the certificate issued by the authorities fix a date of birth unsupported by any reason for the conclusion reached by the Colliery Medical Officer determining age of the petitioner and retire him prior to the date of his retirement.

9. The point for consideration at this stage is whether the superannuation of Sibaram Tewary, Attendance Clerk on 30.06.2008 is legal and justified and what relief the workman concerned is entitled to, if any.

10. I have considered the pleadings of the workman and employer and evidence brought on record by the parties. I have also considered the arguments advanced by the learned advocates in support of their respective case. The aggrieved workman admittedly joined his service as Attendance Clerk in the year 1969. He passed the school final examination in the year 1976 under WBBSE, where his date of birth was recorded as 8<sup>th</sup> February, 1956. In his written statement as well as in the affidavit-in-chief of WW-1, the workman stated that the management's Age Assessment Committee has admitted his date of birth as 08.02.1956 according to the School Final Examination Certificate and also issued his service Identity Card. The workman is aggrieved for being superannuated from service on 30.06.2008, which is not consistent with his date of birth entered in the Service Records as 08.02.1956. From the excerpt of Form 'B' Register, produced as Exhibit M-1, it appears that initially the year of birth of Sibaram Tewary was recorded as "1948" and later on his date of birth was recorded as 08.02.1956 on the basis of a letter bearing No. C-6/120/P-1410 dated 03/09.06.1989 of the Personnel Manager of Salanpur Area. Subsequently, the date of birth 08.02.1956 was cancelled and the previous date of birth recorded as 01.07.1948 was revived as per HQ's letter No. ECL/CMD/C-6/WBE-30/675 dated 15/20.04.1999 and Area's Letter No. C-6/120/P-1193 dated 03.05.1999 of the Deputy Chief Personnel Manager, Salanpur Area.

11. This Industrial Dispute has been raised in the year 2010, after superannuation of Sibaram Tewary on 30.06.2008. The main contention of the management is that the concerned workman was appointed much later in service on 01.07.1969 and the School Final Examination Certificate was obtained much later on the basis of examination held in May, 1976. It is their case that at the time of appointment no such certificate was produced and the same cannot be considered in the light of provision of NCWA.

12. On a close reading of the pleading submitted by the management, I find that it does not refer to any date of birth on which the management has relied upon for the purpose of superannuation. The management has submitted no affidavit-in-chief MW-1 this case and in his evidence-in-chief he has admitted that the date of birth of Sibaram Tewary was recorded as 08.02.1956 in the Form 'B' Register. He also admitted that copy of School Final Examination Certificate bears his year of birth as 1956. The witness failed to produce copy of any office letter by which the date of birth of the workman was changed from 08.02.1956 to 01.07.1948 i.e. the earlier date of birth recorded. It transpires from the cross-examination of the management witness that no medical examination was held for determination of age of the workman. The year of birth of the workman recorded as 1948 at the time of his appointment therefore has no basis. It is contrary to the pleading that the year of birth of Sibaram Tewary was 1948, on the basis of which he has been superannuated from his service. It is true that the workman has passed his school final examination from WBBSE in May, 1976, which is nearly seven years after his appointment. The management of ECL having accepted his date of birth appearing in the School Final Examination Certificate had altered the date of birth in the 'B' Form Register from 01.07.1948 to 08.02.1956. In the year 1987 at the time of supplying SRE of employees to verify the particulars and age, no age-related dispute was raised by the management and in the Office Order bearing no. 1730/C-6/89/80/613 dated 23.06.1989 issued by the Manager of Mohanpur Colliery under Salanpur Area, the age in respect of several worker including Sibaram Tewary were stated to have been assessed by the Age Assessment Committee as per II No. 76 of JBCCI and it would appear from serial no. 13, that the age of Sibaram Tewary was assessed as 08.02.1956, as per School Final Certificate. The management having kept the workman in the dark has superannuated him on the basis of the date of birth in the Form 'B' Register later on altered to 01.07.1948. No opportunity was given to the workman to raise any dispute to such change in the date of birth. The workman had no occasion to raise dispute in relation to his age as the management had created the impression that his date of birth was accepted as 08.02.1956. If for argument's sake it is assumed that at the time of appointment the date of birth of the workman was recorded as 01.07.1948 and the management of the employer company was not satisfied with subsequently produced School Final Examination Certificate, bearing his date of birth as 08.02.1956 then under the provisions of II No. 76 the date of birth should be determined by the Colliery Medical Officer, keeping in view any documentary or other relevant material as produced by the appointee and the date of birth as determined shall be treated as correct and the same will not be altered under any circumstances. In the present case the management of the company ought to have referred Sibaram Tewary to get his age determined by the Colliery Medical Officer or by any Age Assessment Committee. The Office Order dated 23.06.1989 referred earlier supports the case of workman that the Age Assessment Committee, as per II No. 76 of JBCCI has determined the age of Sibaram Tewary as 08.02.1956, accepting his School Final Examination Certificate. The management of the company therefore did not have the right to retract its findings to the disadvantage of the workman by superannuating him eight (8) years prior to his actual date of superannuation. At this stage it is inconsequential to deal with the question as to whether the workman was appointed in his service at the age of thirteen years in the year 1969. It was incumbent upon the management to record the proper date of birth at the time of appointment in service. In failure thereof, it is only appropriate to take into consideration the available materials and the conduct of the parties in deciding the date of birth for the purpose of superannuation.

13. Learned advocate for the workman relied upon a decision of the Hon'ble High Court at Calcutta in the case of **Sukumar Dawn vs Coal India Limited and Others [(2013) 3 WBLR (Cal) 605]**, wherein it was held that even if

the petitioner failed to produce any proof relating to his date of birth, the respondents authorities cannot in derogation of the certificate issued by the authorities fix a date of birth unsupported by any reason for the conclusion reached by the Colliery Medical Officer determining the age of the petitioner and retire him prior to the date of his retirement according to the certificate of the school.

14. In another decision relied on behalf of the workman in the case of **Radha Kanta Banerjee vs Coal India Limited and Others [WP No. 163 of 2012]**, the dispute which came up for consideration before the Hon'ble High Court is that the petitioner workman was superannuated in February, 2012, treating his date of birth as 22.02.1952. It was the contention of the workman that his date of birth is 22.04.1954, on the basis of the certificate issued by WBBSE which should be treated as his actual date of birth for the purpose of his superannuation. The Hon'ble High Court revoked the order of superannuation, treating the date of superannuation of the workman as 30.04.2012.

15. Having considered the facts and circumstances of the case it appears to me that the management of ECL has committed gross illegality by superannuating Sibaram Tewary by reverting to his earlier date of birth recorded in the Service Record, which was done away with after recording the age to 1956 as his year of birth as per his School Final Examination Certificate. The management having accepted the date of birth at one point of time, should not have superannuated the workman in a premature manner without any further medical examination. In my view the management has violated the terms of II No. 76 by not following its own order dated 23.06.1989 produced as Annexure-C of the workman's written statement, which was not denied. The ratio of the decisions relied upon by the workman squarely applies to this case. There could not have been a better document than the School Final Examination Certificate, in absence of any other document relating to determination of age of the workman by any Medical Board. I therefore, hold that the order of superannuation of the workman w.e.f. 30.06.2008 is bad in law and the same shall not have any force. The workman having completed his age of superannuation during pendency of this proceeding cannot be reinstated in his service. However, the management of ECL is liable to compensate his losses by paying his back wages from 01.07.2008 till 29.02.2016 the date on which he should have been superannuated. The Industrial Dispute is accordingly decided in favour of the workman on contest. The management of ECL shall treat Sibaram Tewary to be in service until 29.02.2016 and pay him his back wages and consequential dues within two (2) months from the date of communication of this Notification.

Hence,

#### ORDERED

That the Industrial Dispute is decided in favour of the workman on contest. the letter of superannuation bearing no. 1730/C-6/80/63/28 dated 16.01.2008 issued by the management of ECL for superannuation of Sibaram Tewary w.e.f. 30.06.2008 is revoked. The workman shall be treated to be in service till 29.02.2016. Management of ECL is directed to pay him back wages from 01.07.2008 till 29.02.2016 along with consequential benefits within two (2) months from the date of communication of the Notification. An Award be drawn up in favour of Sibaram Tewary in the light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 18 मार्च, 2024

का.आ. 534.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बी.जी.के. शिकें कंस्ट्रक्शन टेक्नोलॉजी प्रा. लिमिटेड, नरेला, नई दिल्ली; बी.जी. शिकें (कंस्ट्रक्शन टेक्नोलॉजी प्राइवेट लिमिटेड), रजि. बंद एवं फैक्टरी: 72-76, मुडवा, पुणे, के प्रबंधन के संबद्ध नियोजकों और श्री समारेआलम/संदर्भ संख्या.228/2021, श्री मोहम्मद इसाइल/संदर्भ संख्या.229/2021, श्री नियाज़ अहमद / संदर्भ संख्या.230/2021, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या.228/2021, संदर्भ संख्या. 229/2021, संदर्भ संख्या. 230/2021, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-39 आईआर(डीयू)/i.r.to ID No.228/2021]

[सं. एल -42025-07-2024-39आईआर(डीयू)/i.r.to ID No.229/ 2021]

[सं. एल -42025-07-2024-39 आईआर(डीयू)/i.r.to ID No.230/2021]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 534.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.ID No.228/2021, -ID No.229/2021, ID No.230/2021**), of the **Central Government Industrial Tribunal cum Labour Court-II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, B.G.K. Shirke Construction Technology Pvt. Ltd., Narela, New Delhi; B.G. Shirke (Construction Technology Pvt. Ltd.), Regd. Off. & Factory: 72-76, Mudwa, Pune, and Sh. Samare Alam/ID No.228/2021,Shri Md. Israil/ ID No. 229/2021, Shri Niyaz Ahmed / ID No.230/2021, Worker**, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-39-IR (DU) ID No. 228/2021]

[No. L-42025-07-2024-39-IR (DU)ID No. 229/2021]

[No. L-42025-07-2024-39-IR (DU)ID No. 230/2021]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### BEFORE SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL-CUM-LABOUR COURT NO. II, NEW DELHI

##### **I.D. No. 228/2021**

Sh. SamareAlam, S/o Sh. VasiAlam,  
R/o 976, J.J. Colony, Block –D, Bawana, Delhi–110039.

##### **I.D. No.229/2021**

Md. Israil, S/o Sh. Abdul Barik,  
R/o 1019, J.J. Colony, Block –D, Bawana, Delhi–110039

##### **I.D. No.230/2021**

Sh. Niyaz Ahmed, S/o Sh. Matin Ahmed,  
R/o E–2944, J.J. Colony, Block –D, Bawana, Delhi -110039.

#### VERSUS

##### **1. The General Manager,**

B.G.K. Shirke Construction Technology Pvt. Ltd.,  
H.O. G–09/1333, DDA Flat, Narela, New Delhi–110040.

##### **2. B.G. Shirke (Construction Technology Pvt. Ltd.),**

Regd. Off. & Factory: 72-76, Mudwa, Pune–411036.

#### AWARD

By this composite order, I shall dispose off the claims of the above said workmen U/S 2A of the I.D Act. Claimants have stated in their statement that they have been working with the management on 01.02.2013, 13.01.2013 and 22.03.2013 at the post of masons at the last drawn salary of Rs. 10,000 per month. Since beginning they did their work with honesty and sincerity and did not give any chance to the managements for complaining. Management took the work from 8AM to 8 PM and had not been providing the legal facilities to them i.e. minimum pay, appointment letter, bonus, ESI etc. Management had obtained their signature on blank paper while they were in service. Management had paid last their salary on March in April 2020 and thereafter, had not paid the salary despite being asked for that. Ultimately their services have been terminated on 30.07.2020. They have exhausted all the legal remedy i.e. sending demand notice, moving the conciliation officer but no result had been yielded. Hence, they filed the present claim after conciliation become failure.

After receiving the said claim notices were issued to both the managements. Management had appeared and filed the WS. Management submits that claim is bald misrepresentation. Claim is liable to be dismissed in limine as the claimant has not come forward with clean hand. He submits that the claimants have been employed

through contractor. Suddenly the lock down was imposed and construction activity had been stopped. Therefore, he is not liable to pay anything.

Rejoinder has also been filed by the claimant rebutting the plea of the management. Issues have been framed in the present cases.

Issues have also been framed in the present cases.

During the course of proceedings when the matter has come up for workmen evidence, this tribunal had asked the claimant AR how this tribunal's jurisdiction has been invoked, while none of the party has come with the definition of Central Government. On 06.11.2023 this tribunal had called the Sh. Santosh Kumar, Assistant Commissioner Labour (Central Delhi) for explaining the fact as to why they had entertained the present claims before him and issuing the certificate of failure to the claimants because none of the respondents, is the central government which is mandatory for entertaining any Industrial Dispute in three other cases where the B.G.K Shirke is also the respondents. However, Sh. Santosh Kumar had not appeared despite, the notice being given to this effect. Therefore, this tribunal has taken it for disposal.

Counsel for the claimants has stated that he has appeared before this tribunal because the notices were sent by this tribunal and the conciliation had been failed and Sh. Santosh Kumar, Assistant Commissioner Labour, (Central) had issued the failure report.

Appropriate government is the central government in relation to any industrial dispute which pertained to any industry carried on by all under the authority of central government.

Section-2(a)(1) of the Act give the detail expression of covering the industry which falls under the definition of central government controlled industry. It is reproduced

**‘in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government, or by a railway company [or concerning any such controlled industry as may be specified in this behalf by the Central Government] or in relation to an industrial dispute concerning [a Dock Labor Board established under Section 5A of the Dock workers (Regulation of Employment) Act, 1948 (9 of 1948), or [the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956)] or the Employees State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees Provident Fund and Miscellaneous provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or [the Oil and Natural Gas Corporation Limited registered under the companies Act, 1956 (1 of 1956)], or the Deposit Insurance and Credit Guarantee Corporation establish under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporations of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporation Act, 1964 (37 of 1964), or [the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited], [the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987)], or [[an air transport service, or a banking or an insurance company,] a mine, an oil field,] [a cantonment Board,] or a [major port, any company in which not less than fifty-one percent of the paid-up share capital is held by the Central Government, or any corporation, not being a corporation referred to in this clause, established by or under any law made by parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and]**

Ld. AR of the workman is unable to tell how this tribunal has the jurisdiction to try their claim particularly when the appropriate government is not the central government in respect of the respondent herein. Ld. AR has only stated that the Sh. Santosh Kumar, Assistant Labour Commissioner (Central) Delhi had given the failure report U/s 2 A of the Act and for this reason he had filed his claim. He further asserted that this tribunal has the jurisdiction in view of the failure report given by the Assistant Commissioner (Central).

Section-2 A have been inserted by Act 35 of 1965 in the Act and provide that the dismissal, discharge, retrenchment and termination of individual employee/workman shall be deemed to be an Industrial Dispute and give an option to the workmen to file the claim directly by filing an application to the labour court or tribunal

for adjudication. However, it is subject to the condition that first, he will make an application to the conciliation officer of the appropriate government for conciliation of the dispute. However, the application has to be made before the tribunal after expiry of the Forty-five days of moving the application before the conciliation officer.

Section-2 A of the Act is reproduced herein for the sake of convenience

**‘[2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. [(1)] where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute]’**

Section 2 A (2) which has been inserted by Act 24 of 2010 has categorically mentioned that the application has to be made to the conciliation officer of the appropriate government. However, the Assistant Commissioner (Central) Delhi is not the conciliation officer of the appropriate government herein because none of the respondent has come within the definition of the Central Government. He has exercised the jurisdiction which has not been vested upon him.

In these circumstances, this tribunal has found that it has no jurisdiction to try the claim of the workmen. Hence, the claim of the workmen stand dismissed for want of jurisdiction. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. A copy of this award is also sent to the Central Labour Commissioner for information and action. A Copy of this award is placed in each of the file. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

का.आ. 535.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.बी.सी.सी. लिमिटेड, एन.बी.सी.सी. हाउस, लोधी रोड, नई दिल्ली; एन.सी.सी. लिमिटेड, ईस्ट किडवाई नगर, नई दिल्ली ;ओम सिक्योरिटी सर्विसेज, ईस्ट किडवेन नगर, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री बलराम सिंह/संदर्भ संख्या. 83/2010, श्री दिनेश सिंह /संदर्भ संख्या. 84/2010/ श्री मोहन दास/ संदर्भ संख्या. 85/2010, श्री जयवीर सिंह / संदर्भ संख्या. 86/2010, श्री ओम प्रकाश/ संदर्भ संख्या. 87/2010, कामगार, द्वारा -अखिल भारतीय जनरल मजदूर ट्रेड यूनियन, खंडगिरि नगर, कालकाजी, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या. 83/2010,संदर्भ संख्या. 84/2010, संदर्भ संख्या. 85/2010, संदर्भ संख्या. 86/2010 संदर्भ संख्या. 87/2010, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No. 83/2010]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No. 84/2010]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No. 85/2010]

[सं. एल -42025-07-2024-40आईआर(डीयू)/i.r.to ID No. 86/2010]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No. 87/2010]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 535.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No.83/2010, ID No.84/2010, ID No.85/2010, ID No.86/2010, ID No.87/2010), of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to N.B.C.C. Ltd., N.B.C.C. House, Lodhi Road, New Delhi; N.C.C. Ltd., East Kidwai Nagar, New Delhi; Om Security Services, East Kidwai Nagar,

New Delhi, and Shri Balram Singh / ID No. 83/2010, Shri Dinesh Singh, ID No. 84/2010, Shri Mohan Das / ID No. 85/2010, Shri Jaivir Singh/ ID No. 86/2010, Shri Om Prakash / ID No. 87/2010, Worker, Through–All India General Mazdoor Trade Union, Khand Giri Nagar, Kalkaji, New Delhi, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-40-IR (DU) ID No. 83/2010]

[No. L-42025-07-2024-40-IR (DU) ID No. 84/2010]

[No. L-42025-07-2024-40-IR (DU) ID No. 85/2010]

[No. L-42025-07-2024-40-IR (DU) ID No. 86/2010]

[No. L-42025-07-2024-40-IR (DU) ID No. 87/2010]

DILIP KUMAR, Under Secy.

## ANNEXURE

### SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOV. INDUSTRIAL TRIBUNAL CUM- LABOUR COURT NO-II, NEWDELHI

#### I.D. No.83/2020

**Sh. Balram Singh, S/o Sh. Babulal Singh,**

R/o – House No. 1667, ParsadiGali, KotlaMubarakpur, New Delhi – 110003.

**Through–All India General Mazdoor Trade Union,** Office – 170,  
BalMukund – KhandGiri Nagar, Kalkaji, New Delhi- 110019.

#### I.D. No. 84/2020

**Sh. Dinesh Singh, S/o Sh. Inderpal Singh,**

R/o House No. 1634, BadiGumbad, KotlaMubarakpur, New Delhi – 110003.

**Through–All India General Mazdoor Trade Union,** Office – 170,  
BalMukund – KhandGiri Nagar, Kalkaji, New Delhi- 110019.

#### I.D. No.85/2020

**Sh. Mohan Das, S/o Late Sh. Khedan Das,**

R/o House No. B – 2045, Pijanji, KotlaMubarakpur, New Delhi – 110003.

**Through–All India General Mazdoor Trade Union,** Office – 170,  
BalMukund – KhandGiri Nagar, Kalkaji, New Delhi- 110019.

#### I.D. No. 86/2020

**Sh. Jaivir Singh, S/o Late Sh. Khedan Das,** R/o House

No. 1667, KotlaMubarakpur, New Delhi – 110003.

**Through–All India General Mazdoor Trade Union,** Office – 170,  
BalMukund – KhandGiri Nagar, Kalkaji, New Delhi-110019.

#### I.D. No. 87/2020

**Sh. Om Prakash, S/o Sh. Ajay Pal Singh,**

R/o House No. S-60/265, Shiv Mandir Camp,

Jal Vihar, Lajpat Nagar –1, New Delhi – 110024.

**Through–All India General Mazdoor Trade Union,** Office – 170,  
BalMukund – KhandGiri Nagar, Kalkaji, New Delhi- 110019.

## VERSUS

#### 1. N.B.C.C. Ltd.,

N.B.C.C. House, Lodhi Road, New Delhi–110003.

#### 2. N.C.C. Ltd.,

East Kidwai Nagar, New Delhi-110023.

3. Om Security Services,

East Kidwai Nagar, New Delhi – 110023.

### AWARD

By this composite order, I shall dispose off five cases filed by different workmen against the same respondents having the same cause of action. These are the five claim petition U/S 2(A) of the I.D Act against their dismissal/termination.

Succinctly the case of the workmen are that they were working with respondent no 1 at the post of Security Guard through respondent no 2 since January 2018 at the last salary nine thousand rupees. The respondent No 1 and 2 have not paid the arrear of salary of rupee thirty thousand and had not be given yearly holidays which is illegal and improper. When the workmen appeared for their duty on 11/03/2019 with the management, they were thrown out from their jobs and refused to pay the illegal due which is improper, illegal and unjust. They through their union had sent the demand letter through registered post to the management on 14/03/2019, however, management had not given any reply to their demand letter nor managements had taken them on duty. Hence they had filed present claims with the prayer that they bereinstated in services with full back wages.

Upon filing these claims petitions, notices were issued to the managements. In spite of being served with the notices, managements has not appeared, hence, they were proceeded ex-party vide order dated 27/09/2022. Workmen were asked to examine their witness. However, in spite of providing a no. of opportunities, workmen failed to examine any of its witnesses. Counsel of the workman Sh. Anil Rajput has stated before this tribunal orally that he has no contract with the workman.

In these circumstances, when the workmen have not led any evidence then this tribunal has no option except to dismiss the claim. Claim of the claimants. Hence, claims of the claimants stand dismissed. Award is accordingly passed. A copy of this award is placed in each of the file. Claims file are consigned to record room. A copy of this award is sent to the appropriate government U/s 17 of I.D Act for publication.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

का.आ. 536.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एनबीसीसी इंडिया लिमिटेड, एनबीसीसी भवन, लोधी रोड, नई दिल्ली; वीर प्रोस्पुअर सोल्डर एंड हाउसकीपर्स प्रा. लिमिटेड, बी - 133, तीसरी मंजिल, डीडीए शेड, ओखला चरण - I, नई दिल्ली, के प्रबंधन के संबंधित नियोजकों और श्री नन्द लाल /संदर्भ संख्या.191/2019, अरुण शुक्ला /संदर्भ संख्या. 192/2019, श्री छोटे पासवान/संदर्भ संख्या. 196/2019, कामगार, द्वारा- अखिल भारतीय जनरल मजदूर ट्रेड यूनियन, खंड गिरी नगर, कालकाजी, नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या. 191/2019, संदर्भ संख्या. 192/2019, संदर्भ संख्या. 196/2019, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-42 आईआर(डीयू)/i.r.to ID No. 191/2019]

[सं. एल -42025-07-2024-42आईआर(डीयू)/i.r.to ID No. 192/ 2019]

[सं. एल -42025-07-2024-42 आईआर(डीयू)/i.r.to ID No. 196/2019]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 536**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.ID No. 191/2019, -ID No. 192/2019ID No. 196/2019), of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to NBCC India Ltd,NBCC Bhawan, Lodhi Road, New Delhi ; Veer Prosguer Soilder & Housekeepers Pvt. Ltd., B – 133, 3rd Floor, DDA Shed, Okhla Phase – I, New Delhi, and Shri Nand Lal / ID No. 191/2019,Shri Arun Shukla/ ID No. 192/2019, Shri Chhote Paswan / ID No.



**196/2019, Worker, Through – All India General Mazdoor Trade Union, Khand Giri Nagar, Kalkaji, New Delhi** which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-42-IR (DU) ID No.191/2019]

[No. L-42025-07-2024-42-IR (DU)ID No. 192/2019]

[No. L-42025-07-2024-42-IR (DU)ID No. 196/2019]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOV. INDUSTRIAL-TRIBUNAL-CUM –  
LABOUR COURT NO. II, NEW DELHI**

**I.D. No.191/2019**

**Sh. Nand Lal, S/o Late Sh. Sunnath,**

R/o 2240, Kotla Pijanji Mubarakpur, New Delhi – 110003.

**Through – All India General Mazdoor Trade Union,** Office – 170, Bal Mukund Khand  
Giri Nagar, Kalkaji, New Delhi – 110019.

**I.D. No. 192/2019**

**Sh. Arun Shukla, S/o Late Sh. Suresh Chan Shukla,**

R/o 2011, Kotla Mubarakpur, New Delhi – 110003.

**Through – All India General Mazdoor Trade Union,**

Office – 170, Bal Mukund Khand Giri Nagar, Kalkaji, New Delhi – 110019.

**I.D. No.196/2019**

**Sh. Chhote Paswan, S/o Late Sh. Janki Paswan,**

R/o 2024, Kotla Pijanji Mubarakpur, New Delhi – 110003.

**Through – All India General Mazdoor Trade Union,**

Office – 170, Bal Mukund Khand Giri Nagar, Kalkaji, New Delhi – 110019.

#### VERSUS

**1. NBCC India Ltd,**

NBCC Bhawan, Lodhi Road, New Delhi – 110003.

**2. Veer Prosguer Soilder & Housekeepers Pvt. Ltd., B – 133, 3<sup>rd</sup> Floor, DDA**

Shed, Okhla Phase – I, New Delhi – 110020.

#### AWARD

By this composite order, I shall dispose off the claims of the above said workmen U/S 2A of the I.D Act. The workmen in their claim statement had stated that they have been working with the management since February 2016 as well as October 2016 at the post of Security Guard through Contractor Veer Prosguer Soldiers & Housekeepers Pvt. Ltd. At the last drawn salary of Rs. 6,000 per month. They have been deprived by the management of the legal facilities since beginning. When they demanded the said legal facilities, principal employer and contractor had terminated their services on 10.02.2018 after keeping their arrear of salary from 01.11.2017 to 09.02.2018. Workmen had sent the demand notice asking the management to keep them on duty but management has not given any answer. They had filed the claims with the Labour Commissioner on 30.05.2018 but no result have been yielded. Hence, they had filed their claim U/S 2 (A) of the I.D Act.

Management had appeared and filed the WS denying the relationship of employer and employee. Issues have been framed. Workmen are asked to file their evidence in support of their claims. However, the AR of the workman Sh. Anil Rajput had stated that he has no contract with the workmen for long time as such he is unable to file the affidavit in evidence.

In these circumstance, when the workmen have not led any evidence, then the claims of the workmen are resulted into failure. Hence, the claims of the workmen stand dismissed. Award is accordingly passed. A copy of this order is placed in each of the file. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer



नई दिल्ली, 18 मार्च, 2024

का.आ. 537.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, मदर डेयरी फ्रूट एंड वेजिटेबल प्राइवेट लिमिटेड, पटपड़गंज, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री पुण्यदेव सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या. 106/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/22/2023-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

S.O. 537.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.ID No. 106/2023), of the **Central Government Industrial Tribunal cum Labour Court- I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Mother Dairy Fruit and Vegetable Pvt. Ltd., Patparganj, New Delhi, and Shri Punyadev Singh, Worker**, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011-22-2023-IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1**  
**ROOM NO.207, ROUSE AVENUE COURT COMPLEX,**  
**NEW DELHI.**

**ID No.106/2023**

Shri Punyadev Singh S/o Sh. Chanerhans,  
Rept. Delhi Karamchari Sangh (Regd.),  
W-4, Kalkaji Bus Depot. Govindpuri,  
Delhi-110001.

Claimant...

**Versus**

General Manager,  
Mother Dairy Fruit and Vegetable Pvt. Ltd.,  
Patparganj, New Delhi-110092.

Management...

None for the claimant.

None for the management.

#### AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/22/2023-IR(DU) dated 29.03.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

#### SCHEDULE

*“Whether demand of Sh. Punyadev vide letter dated 23.08.2021 through Delhi Karamchari Sangh, Delhi to the management of M/s Expert Security Services (Contractor) under M/s Mother Dairy Fruit and Vegetable Pvt. Ltd., Delhi, for alleged illegal termination w.e.f. 01.02.2021 and seeking relief of reinstatement of his*

*services alongwith payment of wages for unemployed period, is proper, legal and justified? If yes, to what reliefs the disputant are entitled and what directions, if any, are necessary in the matter?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd), Presiding Officer

नई दिल्ली, 18 मार्च, 2024

का.आ. 538.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, एसपीएम सिविक सेंटर, मिनटो रोड, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सुरेंद्र सिंह एवं अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या. 25/2014, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42011/83/2011 -आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 538.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No.ID No. 25/2014**), of the **Central Government Industrial Tribunal cum Labour Court- I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, Municipal Corporation Of Delhi, SPM Civic Centre, Minto Road, New Delhi, and Shri Surender Singh & Others, Worker**, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/83/2011 -IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI No.1 NEW DELHI.

ID. No. 25/2014

Shri Surender Singh & Others, C/o Aggarwal Bhawan, G.T. Road, Tis Hazari, Delhi.

Workmen

#### Versus

The Commissioner, Municipal Corporation Of Delhi, 4<sup>th</sup> Floor, SPM Civic Centre, Minto Road, New Delhi 110002.

Management...

*Shri Rajiv Agarwal, A/R for the claimants.*

*None for the management.*

**Justice Vikas Kunvar Srivastava (Retd.)**

(Presiding Officer)

1. The present case is referred as an industrial dispute by the Appropriate 'Government of India' vide its order bearing no. L-42011/83/2011 (IR/(DU)) in exercise of the powers conferred by clause (d) of sub section (1) and sub section 2(A) of section 10 of the Industrial Dispute Act, 1947 for adjudication to this tribunal. The term of reference is as below:

*“Whether the action of the management of Municipal corporation of Delhi in not regularizing the services of Shri. Surender Singh and nineteen other drivers with effect from their respective dates of joining as mentioned in the annexure is legal and justified. If not, what relief are they entitled to?”*

2. On receiving the reference the tribunal has registered the industrial dispute for adjudication as ID No. 25/2014. The dispute relates to Sh. Surender Singh and nineteen other drivers whose services were not regularized by the Municipal Corporation of Delhi in due course of law since the date of their initial joining the services with the MCD. A chart is being appended here in below containing the details of the workmen concerned with their designation, date of appointment, date of regularization and their place of posting.

Sl. No.	Name and Father's Name	Designation	Date of appointment	Date of regularization	Present place of posting
1.	Surender Singh S/o Sh. Kartar Singh	Driver	26.09.1996	01.04.04	Najafgarh Zone
2.	Ashok Kumar S/o Sh. Bhim Singh	Driver	22.06.1995	01.04.03	Mogolpuri Workshop, Rohini Zone
3.	Sh. Jai Bhagwan S/o Sh. Raghubir Singh	Driver	22.08.1996	01.04.04	Town Hall, City Zone
4.	Sh. Nand Kishore S/o Sh. Rati Ram	Driver	04.10.1996	01.04.04	Green Park, South Zone
5.	Sh. Anil Kumar S/o Sh. Mahender Singh	Driver	04.10.1996	01.04.04	Raghubir Nagar, West Zone
6.	Sh. Braham Prakash S/o Sh. Sukh Lal	Driver	12.10.1996	01.04.04	Green Park, South Zone
7.	Sh. Ashok Kumar Mann S/o Sh. Hari Ram Mann	Driver	12.10.1996	01.04.04	Green park South Zone
8.	Sh. Ranbir Singh S/o Sh. Karan Singh	Driver	25.09.1996	01.04.04	City Zone
9.	Sh. Suresh Kumar S/o Sh. Daya Nand	Driver	13.11.1998	01.04.05	City Zone
10.	Sh. Jai Pal S/o Sh. Nafe Singh	Driver	20.11.1998	01.04.04	City Zone
11.	Sh. Tulsi Ram S/o Sh. Sardare	Driver	01.04.1995	01.04.03	Najafgarh Zone
12.	Sh. Suresh Kumar S/o Sh. Roop Chand	Driver	17.04.1995	01.04.03	Najafgarh Zone
13.	Sh. Padam Singh S/o Sh. Lakhmi Chand	Driver	26.08.1996	01.04.04	Najafgarh Zone
14.	Sh. Jagbir S/o Sh. Om Prakash	Driver	21.07.1995	01.03.04	Lajpat Nagar, New Delhi, Central Zone
15.	Sh. Om Prakash S/o Sh. Veer Singh	Driver	26.08.1996	01.04.04	Control Room, Najafgarh Zone
16.	Sh. Vijender Singh S/o Sh. Jagdev Singh	Driver	22.08.1996	01.04.04	New Delhi, Najafgarh Zone
17.	Sh. Sumer Singh S/o Sh. Chander Singh	Driver	22.08.1996	01.04.04	New Delhi Najafgarh Zone
18.	Sh. Sat Narain S/o Sh. Amar Singh	Driver	22.08.1996	01.04.04	New Delhi, Najafgarh Zone

19.	Sh. Narender Kumar S/o Sh. Charan Singh	Driver	06.05.1996	01.04.04	Central Control room, Town Hall, City Zone
20.	Sh. Bijender Singh S/o Sh. Daya Nand	Driver	22.08.1996	01.04.04	Central Control Room, Town Hall, City Zone

### Factual Matrix

3. The workmen shown in the chart given hereinabove joined into the employment of the Municipal Corporation of Delhi (which shall hereinafter be called as 'MCD' only for the purpose of brevity), the opposite party management in the present dispute. They were taken in employment as a daily rated/muster roll worker and were paid wages as fixed and revised from time to time under the Minimum Wages Act. From the date of their initial joining the workmen aforesaid were kept in continuous service of the management. They have unblemished and uninterrupted service. Though, the workmen were supposed to be regularized since their initial date of joining but the management regularized them since the date as mentioned in the table hereinabove in very arbitrary manner.

As such the case in hand is an industrial dispute with regard to the regularization of services of the workmen not w.e.f. their initial date of joining on the post of driver in proper pay scale and allowances and also of the non-payment of difference of salary on the principle of equal pay for equal work as their counterparts doing the identical work, who were treated as regular employees being paid their salary in proper pay scale and allowances etc. This is violative of Article of 14, 16 and 39 (d) of the Constitutional of India.

4. Since the dispute referred before this tribunal is relating to the regularization of the services of the claimants/workmen from an arbitrarily fixed date than the date of their initial joining in the service whether legal and justified and if, it is illegal and unjustified then, what relief the workmen/claimants concerned are entitled. The statement of claim pleads that the management of the MCD has not framed any rule or regulations nor they have any such rule or regularizations approved by U.P.S.C notified in the official gazette so as to govern the service conditions of the muster roll/part time seasonal workers. If they have not certified standing orders governing service condition of such workers, the model standing orders framed under the "Industrial Employment (Standing Orders) Act", 1946 are applicable to the workmen and the management of Municipal Corporation of Delhi and its undertakings. It is further pleaded in the claim statement as the workmen concerned acquired the status of permanent employee by virtue of completing 240 days of continuous employment since the date of their initial joining into the employment provided in the Model Standing Orders under the 'Industrial Employment (Standing Orders) Act', 1946. In utter violation of the legal provisions and the provision of standing orders the management employed the workmen as casual or temporary and continued them as such for years together with the object of depriving them of the status and privileges of permanent workmen which amounts to unfair labour practice as provided in section 2 (ra) read with item no. 10 of the 5<sup>th</sup> schedule of the Industrial Dispute Act, 1947. The demand notice was served upon the management through registered post A.D dated 20.11.2008, 03.12.2008 & 04.02.2009, which were served in their office but remained un-replied amounting to a rejection of the demand. Consequent thereupon conciliation proceeding initiated but the same went in vain due to adamant and non-cooperative attitude of the management which resulted into the reference of the present industrial dispute by the appropriate government to the tribunal for adjudication.

5. On the ground of aforesaid facts and legal positions the workmen/claimants have prayed for an award in their favour with regard to their entitlement for regularization in the services on the post of driver with effect from their respective initial date of joining into the employment and to pay the entire difference of salary from their initial joining onwards with all consequential benefits. The cost of litigation is also claimed to be awarded.

6. In answer to the claim of the workmen/claimants the management North DMS (as the MCD then was) on 17.03.2017. It is stated by the answering management that it has its own policy of regularizations namely "The Phase Manner Regularization Policy" according to which the management regularizes its daily wager muster roll employees as per availability of the posts and funds, that too strictly as per their seniority. They stated that no employee has been regularized from the date of their initial joining as daily wager. They denied the claim of the claimants of equal pay for equal work for the period of their services spent as daily wager muster roll driver in view of the law laid on by the Apex Court and the High Court observing that the daily wager cannot be treated at par with the persons on regular service because they do not require to possess the qualification prescribed for the regular workers. They further plead that claimants were paid as per the minimum wages act and nothing is due to them as such the claim of the claimants for payment of arrears is liable to be dismissed. The claim of the workmen is further contested referring the case of "Uma Rani vs. Registrar Cooperative Societies" (2007) 4 SCC 112, Apex Court held-

*“Courts cannot impose on the state a financial burden of this nature by insisting on regularization or permanence in the employment of those who are employed temporarily and are not needed permanently or regularly”.*

7. On the basis of above judicial verdict the answering management has further impressed that unless an appointment is in terms of relevant rules and requirements after a proper competition amongst qualified persons, the same would not confer any right on the appointee. It is also impressed by the answering management that if an appointment is a contractual appointment, it comes to an end at the end of the project. If, it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.

8. The answering management (North DMC) further clarifies that out of the list of 20 workmen only 8 are concerned with the North DMC and remaining 12 claimants have no concerned with their establishment. Chart given by them is also appended here in below showing the name and relevant details of those eight drivers.

Sl. No.	Name and Father's Name	Designation	Date of initial engagement as daily wagger	Effective date of regularization	Present place of posting
1	Surender Singh S/o Sh. Kartar Singh	Driver	26.09.1996	01.04.04	Rohini
2	Jai Bhagwan S/o Sh. Raghubir Singh	Driver	22.08.1996	01.04.04	Civil Line Zone
3	Ashok Kumar Mann S/o Sh. Hari Ram Mann	Driver	12.09.1996	01.04.04	Civil Line Zone
4	Ranbir Singh S/o Sh. Karan Singh	Driver	23.09.1996	01.04.04	City Zone
5	Suresh Kumar S/o Sh. Daya Chand	Driver	27.11.1996	01.04.05	Edu/HQ
6	Jai Pal S/o Sh. Nafe Singh	Driver	19.11.1999	01.04.05	City Zone
7	Suresh Kumar S/o Sh. Roop Chand	Driver	17.04.1995	01.04.03	Rohini Zone
8	Bijender Singh S/o Sh. Daya Chand	Driver	22.08.1996	01.04.04.	City Zone

On the basis of above stated averments the answering management prays that the claim of the present workmen not maintainable before the tribunal and therefore liable to be dismissed.

9. As against the reply of the answering management North DMS in their rejoinder the workmen/claimants have denied the alleged policy of regularization namely “phase manner regularization scheme”. They assertingly have stated that the concerned workmen were initially appointed against the vacant and sanctioned post of driver it is repeated that the workmen were working continuously and regularly from their initial date of joining till date with the management. Through their rejoinder the workmen/claimants concerned have vehemently denied the averment in written statement of the management that no employee has been regularized from the date of their initial engagement being false, frivolous, and concocted allegations.

#### **Evidence**

10. In support of their claim the claimants/workmen have submitted before the tribunal a huge number of documents showing their prolonged continuation in service of the management since the date of their initial appointment uninterruptedly and without anything adverse on their part. The photostate of the documents of the office order issued by the Delhi Municipal Corporation dated 23.09.1996 to the effect that 119 daily wagers/drivers were appointed on the vacant post of driver on temporary basis pursuant to their application of prescribed format through employment exchange. The said office order also reveals the due selection with approval of the panel of selected applicants, vide order dated 02.09.1996 of the additional commissioner to appoint them for 6 month on the minimum wages Rs.80.00/-per day to a maximum of Rs. 2101.00/- per month. All the 119 drivers selected and appointed through the aforesaid office order dated 23.09.1996 were given place of posting in the order itself. The said office order is not denied by the management of MCD. The said office order also reveals that the 119 drivers so selected and appointed were subjected to police verification, medical test as required under the policy of selection and appointment. Likewise several office order dated 22.08.1996 notifying selection and appointment of drivers on daily wages basis and of dated 08.10.1996, and also of other dates which are showing the utilization of said driver with their transfer to other

place of posting from time to time during the span of more than further 10 years from the date of their initial appointment.

11. The claimants/workmen have placed on record documents with regard to their subsequent appointment on regular basis and probation by the period of 2 years from the date of appointment in a span of period ranging within their 2004 to 2006. They submitted their joining in accordance with the office order of regularization. The present claimants/workmen who were initially appointed long before their date of regularization in the service of the management as shown in the chart appended with para 2 hereinabove were appointed in prescribed manner legally and also get their regularization after a considerable length of service of more than 10 years on the date of their initial appointment but were given the effectiveness of the regularization from the date of their regularization only than to relate back the benefit of regularization with the date of their initial appointment. The initial appointment of the claimants/workmen is undisputed and almost admitted as it is given through duly notified office order with the approval of competent authority of the management.

12. The Municipal Employees Union after holding a meeting of executive committee on 03.10.2008 unanimously resolved to raise an industrial dispute in favour of the present workmen/claimants for securing their regularization in service on the post of driver with retrospective effect from the initial date of their joining into the employment and to pay them entire differences of salary on the principle of 'Equal Pay for Equal Work' from their initial joining onwards with all consequential benefits. The attested copy of the resolution is placed on record proved by the claimants/witness which is marked as exhibit WW1/17. The matter was moved before the conciliation officer/the assistant labour commissioner Government of India New Delhi which is marked as exhibit WW1/19 place and proved by the claimants is also available on record. Written statement by the management was filed before the conciliation officer wherein the MCD admitted that it has regularized the service of their applicant/claimants as per phase manner policy of regularization drafted by the management as such applicants are not entitled for regularization from the date of their initial engagement. As such conciliation failed and workmen were under compulsion to get reform of industrial dispute to the tribunal for adjudication.

13. The claimants/workmen produced them as oral witnesses namely Sh. Surender Singh, Sh. Jai Bhagwan, Sh. Nand Kishore, Sh. Anil Kumar, Sh. Braham Prakash, Sh. Suresh Kumar, Sh. Tulsi Ram, Sh. Padam Singh, Sh. Jagbir, Sh. Sumer Singh, Sh. Sat Narain, Sh. Om Prakash, Sh. Suresh Kumar, Sh. Ashok Kumar Mann, and on behalf of the deceased claimants/workmen his heirs also produced themselves namely Ms. Sunita widow of Late Sh. Ashok Kumar and Ms. Anita widow of Late Sh. Ranbir Singh, Ms. Roshni Devi widow of Late Sh. Vijender Singh, Sh. Pradeep Kumar Kaushik the secretary of the municipal employees union Sh. Jai Pal all have submitted their affidavits in oral examination as their examination in chief and also submitted themselves personally and individually for cross-examination. All the witnesses stated on oath about their initial date of appointment proving the office orders on record through which they were appointed and other documentary evidences placed on record with regard to their continuous working since the date of their initial engagement and the office order with regard to their appointment on in regularization from the date of regularization only. They stated that they are continuously discharging services with the management and have unblemished service record. Although they were supposed to be regularized since their initial date of joining but the management regularized their services with effect from 01.04.2004 only. In cross-examination also the consistently proved their initial date of appointment the management in the cross-examination stressed on the position with regard to the witnesses gave their acceptance letter of regular appointment and also that they were knowing very well the recruitment process of regular employee and daily wages employees are different. However, the witnesses expressed their unawareness about the phase manner regularization policy of the management.

Heard the learned authorized representatives of the party to the dispute and considered the facts and evidence on record.

### Discussions

#### Unfair Labour Practice

14. The initial appointment as on daily wages basis of the claimants/workmen as shown in the chart appended with the claim and made part of this judgment and award is admitted and also proved in the evidence by the claimant through documentary and oral evidences. The uninterrupted continuous service from the date of their initial appointment till the date of their regularization in service after a considerable length of service is also admitted and proved by the office orders issued by the management itself. The posting and transfer of the claimants/workmen since after the date of their initial appointment at various places of the management MCD is proved by the office order which tends to show the services of the claimants/workmen as driver were regularly and continuously utilized which constructively show and establish the need of their deployment as driver in the routine business of the MCD. Regularization is made as against the regular vacancy of driver available in the management establishment. The facts and evidences available on record convincingly establish that the claimants/workmen as driver were continued in service on daily wages basis in utter violation of the provision of the industrial dispute act and rules.

15. The answer of the management as against the claim of regularization of the claimants/workmen in accordance with their phase regularization scheme is beyond the logical understanding. This would be noteworthy here that the management though pleaded the phase regularization scheme adopted by them but have not placed the said scheme with the proper approval and sanction of the state government or the competent authority of the management (MCD). Even particular of the scheme is not averred in the pleading submitted by the management before this tribunal. It seems that the management has deliberately employed the workmen on daily wages basis who are performing the regular nature of job of driver and treating them as mere casual/contractual employee solely for the purpose of and denying them the status and salary of regular and permanent driver. Such an action of the management amounts to unfair labour practice as provided in section 2 (ra) read with item no.10 of the 5<sup>th</sup> schedule.

16. The Apex Court in the case before it titled as “**Chief Conservator of Forest and Anr. V. Jagannath Maruti Kondhare and Ors., (1996) 2 SCC 293**”, held in para 22 as follows.

*“We have given our due thought to the aforesaid rival contentions and, according to us, the object of the State Act, inter alia, being prevention of certain unfair labour practices, the same would be thwarted or get frustrated if such a burden is placed on a workman which he cannot reasonably discharge. In our opinion, it would be permissible on facts of a particular case to draw the interference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to Industrial Court of Pune (and 15 to Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum wages Act. We can think of no other possible object as, it may be remembered that the Pachgaon Parwati scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants”*

In the above context the question arises before the tribunal that when after keeping the workmen for a considerable long lapse of time of more than a decade and the management while recognizing their right of regularization in the service, regularized them, but not from the date of their initial appointment than the date of their regularization far later from their initial appointment. Whether can be held justified? And, whether the services rendered by the present claimants/workmen in their daily wage capacity for such a long time can be legalized.

17. This would be pertinent to state that though the management opposite party has referred their policy of regularization of the daily wagers/temporary employees in services of the management but no such policy named by them in written statement as phase regularization policy is placed before the tribunal in evidence the management has also not explained the manner of regularization provided in their phase regularization policy. In the absence of the said policy on record and explanation before the tribunal by any management witness the manner adopted by the committee of regularization under the said policy and also why the workmen were not given benefit of regularization from the date of their initial appointment though kept as daily wage since then till the date of their regularization in the services.

18. The entire facts on record emerging from the pleadings of the parties along with documentary and oral evidence produced by them before the tribunal it is established that the initial appointment of the present claimants/workmen were not illegal nor irregular the nature of the work for which they were appointed was permanent and perennial. Moreover, the regularization by the management of such workmen *per-se* amounts to the recognition of legality in their appointment. Contrary to this statement of claim the answer to the above questions formulated by the tribunal the answer of the management relying on the judgment of the Hon’ble Apex Court in “**Uma Rani V. Registrar Cooperative Societies, (2004) 7 SCC 112**” and in “**Secretary State of Karnataka V. Uma Devi, (2006) 4 SCC 1**” wherein it is observed that the Courts cannot impose on the state a financial burden of this nature by insisting on regularization or permanence in the employment of those who are employed temporarily and are not needed permanently or regularly does not apply. Because an appointment of the present workmen is neither illegal nor irregular as admitted by the management. The appointment is not a contractual appointment nor is it made for any time bound project nor the work is discontinued at any point of time from the date of their initial engagement till the date of their regularization.

19. Apart from the above prospects of the matter in issue for the non-applicability of the case is referred by the management, the Hon’ble Apex Court has further held in several cases that the laws laid down in the above referred judgments do not deal with case in the realm of industrial adjudication but pertain to matters of services law jurisprudence. Some of the judgments deserving to be referred here delivered by the Apex Court with the above finding are “**ONGC Limited V. Petroleum Coal Labour Union (2016) 5 SCALE 353**”, “**Umralla Gram Panchayat V. The Secretary Municipal Employees Union, (2015) 4 SCALE 334**” and “**Ajay Pal Singh V.**



**Haryana Warehousing Corp. (2015) 6 SCC 321**”. Wherein it is consistently held that the powers on the Industrial Adjudicator under the ID Act are very wide and as the purpose of the Act is to preempt industrial tension the adjudicator has been prescribed vast powers issued preventive as positive directions to the employers. As such this can be said that the prohibition lent on by Supreme Court for regularization in Uma Devi (Supra) does not apply to Industrial adjudication and that the Industrial Tribunal has powered to direct regularization of services in cases were pursuant to unfair labour practices, employees have been made to rendered services for excessively long periods as daily wager for work that should ordinarily be done by regular employees. See the similar finding recorded by the **Hon’ble Delhi High Court** in the case before it titled as project director, **Department of Rural Development V. Its workmen reported in (2019) 2 LLJ 594**.

20. The tribunal on the basis of discussion made hereinabove relying on the judgments of the Apex Court in the cases of **Ajay Pal Singh (Supra)**, **ONGC (Supra)** **Umrula Gram Panchayat (Supra)** that denying regularization of services to a daily wager like present claimants/workmen after he has been in uninterrupted service for a very long period, tantamounts to an extremely unfair labour practice. Therefore, the services rendered by the workmen concerned to the management from the date of their initial engagement in service till the date of their regularization on a subsequent date extraordinarily later from their initial engagement falls within the extremely unfair labour practice which is illegal. Refusing the claim of claimants/workmen for regularization in service from the date of their initial engagement rather from the date of their actual regularization in service would amount to recognizing and illegal and unfair labour practice. In view of the aforesaid finding this tribunal has got every power to adjudicate the present industrial dispute and impose upon the management a new obligation to strike a balance and secure industrial peace and harmony in the establishment.

21. Before parting with the discussion the tribunal thinks it proper to answer the objection raised by the answering North DMC is classified the some of the claimants/workmen not to be concerned with it but from the South DMC is of no avail because the Commissioner Municipal Corporation of Delhi is also made parting to the present industrial dispute and all the erstwhile Delhi Municipal Corporation or merged and amalgamated in the Municipal Corporation of Delhi (MCD) all the claimants/workmen are employees of the MCD therefore, the adjudication in present industrial dispute of the industrial dispute referred to the tribunal by the appropriate government shall be applicable and binding upon the MCD.

22. On the facts and circumstances of the case the reference is answered vide adjudication of the Industrial dispute that management of Municipal Corporation of Delhi is wrong, unjustified and it has committed illegality in not regularizing the services of Sh. Surender Singh and 19 Ors. Drivers (Whose details are given in para 2 of the judgment) with effect from their respective dates of joining as mentioned in the chart. Consequent thereupon the above claimants/workmen are held entitled to get their order of regularization passed by the management on their respective date shown in the column no. 5 of the chart appended in para 2 of the judgment effective and enforceable since from their respective date of initial engagement as daily wager shown in column no. 4 of the chart.

#### AWARD

23 (a). The claimants/workmen are held entitled to have their order of regularization in the service on the post of driver passed by the management Municipal Corporation of Delhi on the dates shown in the chart (as shown below) against their name in column no. 5 with effect from the respective date of their initial joining shown against their name in column no. 4 in the chart retrospectively into the employment and also entitle to get all the consequential benefit including pay and seniority etc. with effect from the initial date of their joining referred hereinabove.

(b) The Municipal Corporation of Delhi is directed to pay the entire difference of salary and other emoluments payable to them with effect from their initial date of joining till the date of regularization by the management as shown in the chart appended herewith within 30 days from the date of order in case of failure to pay the differences of salary and other emoluments as ordered by the tribunal within the time prescribed in the award the MCD shall be liable to pay interest at the rate of 6% per annum from the date of its accrual as such. The amount to be paid by the management under the award shall be recoverable as land revenue by the govt. in due course of procedure prescribed therefor.

(c) Since the matter was forced to be litigated in industrial court unreasonably at the behest of the management MCD from the year 2014 the claimants has incurred huge amount of money in litigation since then they shall be entitled to litigation cost and expenses. The management is imposed with to be a lump sum amount of such expenses and cost to the tune of Rs. 25000/- each payable to all the 20 workmen/claimants individually paid to the claimants and separately within 30 days from the date of order otherwise in case of failure to pay the same within prescribed period the same shall be recoverable as land revenue with interest at the rate of 6 % per annum.

(d) The office is directed to send the award to appropriate government for implementation and execution in accordance with prescribed procedure.



## CHART

Sl. No.	Name and Father's Name	Designation	Date of appointment	Date of regularization	Present place of posting
1.	Surender Singh S/o Sh. Kartar Singh	Driver	26.09.1996	01.04.04	Najafgarh Zone
2.	Ashok Kumar S/o Sh. Bhim Singh	Driver	22.06.1995	01.04.03	Mogolpuri Workshop, Rohini Zone
3.	Sh. Jai Bhagwan S/o Sh. Raghubir Singh	Driver	22.08.1996	01.04.04	Town Hall, City Zone
4.	Sh. Nand Kishore S/o Sh. Rati Ram	Driver	04.10.1996	01.04.04	Green Park, South Zone
5.	Sh. Anil Kumar S/o Sh. Mahender Singh	Driver	04.10.1996	01.04.04	Raghubir Nagar, West Zone
6.	Sh. Braham Prakash S/o Sh. Sukh Lal	Driver	12.10.1996	01.04.04	Green Park, South Zone
7.	Sh. Ashok Kumar Mann S/o Sh. Hari Ram Mann	Driver	12.10.1996	01.04.04	Green park South Zone
8.	Sh. Ranbir Singh S/o Sh. Karan Singh	Driver	25.09.1996	01.04.04	City Zone
9.	Sh. Suresh Kumar S/o Sh. Daya Nand	Driver	13.11.1998	01.04.05	City Zone
10.	Sh. Jai Pal S/o Sh. Nafe Singh	Driver	20.11.1998	01.04.04	City Zone
11.	Sh. Tulsi Ram S/o Sh. Sardare	Driver	01.04.1995	01.04.03	Najafgarh Zone
12.	Sh. Suresh Kumar S/o Sh. Roop Chand	Driver	17.04.1995	01.04.03	Najafgarh Zone
13.	Sh. Padam Singh S/o Sh. Lakhmi Chand	Driver	26.08.1996	01.04.04	Najafgarh Zone
14.	Sh. Jagbir S/o Sh. Om Prakash	Driver	21.07.1995	01.03.04	Lajpat Nagar, New Delhi, Central Zone
15.	Sh. Om Prakash S/o Sh. Veer Singh	Driver	26.08.1996	01.04.04	Control Room, Najafgarh Zone
16.	Sh. Vijender Singh S/o Sh. Jagdev Singh	Driver	22.08.1996	01.04.04	New Delhi, Najafgarh Zone
17.	Sh. Sumer Singh S/o Sh. Chander Singh	Driver	22.08.1996	01.04.04	New Delhi Najafgarh Zone
18.	Sh. Sat Narain S/o Sh. Amar Singh	Driver	22.08.1996	01.04.04	New Delhi, Najafgarh Zone
19.	Sh. Narender Kumar S/o Sh. Charan Singh	Driver	06.05.1996	01.04.04	Central Control room, Town Hall, City Zone

20.	Sh. Bijender Singh S/o Sh. Daya Nand	Driver	22.08.1996	01.04.04	Central Control Room, Town Hall, City Zone
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Justice VIKAS KUNVAR SRIVASTAVA (Retd.), (Presiding Officer)

नई दिल्ली, 18 मार्च, 2024

**का.आ. 539.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बी.जी. शिर्के कंपनी टेक्नोलॉजी प्रा. लिमिटेड, नरेला, नई दिल्ली; श्री राम इंटरप्राइजेज, नरेला, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री सुरजीत कुमार/संदर्भ संख्या. 100/2023, श्री नितिन, / संदर्भ संख्या. 101/2023, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या.100/2023,संदर्भ संख्या. 101/2023, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-43 आईआर(डीयू)/i.r.to ID No.100/2023]

[सं. एल -42025-07-2024-43 आईआर(डीयू)/i.r.to ID No.101/2023]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 539.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No. 100/2023, ID No. 101/2023), of the **Central Government Industrial Tribunal cum Labour Court - II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, B.G. Shirke Company Technology Pvt. Ltd., Narela, New Delhi ; Shri Ram Enterprises, Narela, New Delhi and Shri Amarjeet /ID No. 100/2023,Shri Ajay Dahiya/ ID No. 101/2023, Worker, New Delhi**, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-43-IR (DU) ID No.100/2023]

[No. L-42025-07-2024-43-IR (DU) ID No.101/2023]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**BEFORE SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL-CUM-LABOUR COURT NO-II, NEW DELHI**

#### **I.D. No.100/2023**

Sh. Amarjeet, S/o Sh. Satpal,  
R/o House No-101, Fatehpur, P.O. Bindroli,  
District-Sonipat, Haryana-131403.

#### **I.D. No.101/2023**

Sh. Ajay Dahiya, S/o Sh. RajbirDahiya,  
R/o V.P.O.Nahra, District-Sonipat, Haryana-131403.

#### VERSUS

#### **1. The General Manager,**

B.G. Shirke Company Technology Pvt. Ltd.,  
DDA Project-1V, Mata Mansa Devi Main Office,  
Pocket-09, Narela, New Delhi-110040.

**2. Shri Ram Enterprises,**

At Pocket-11, Sector -A-01 to A-04, Near Mansa Devi Mandir,  
Narela, New Delhi-110040.

**Also At:**

02, Krishna Plaza, Opp. PMC Water Tank, Bombay Sappers  
Colony, Pune Nagar Road, Pune, Maharashtra-411014.

**AWARD**

These are the two cases filed by the different workmen U/S 2 (A) of the I.D Act for their dismissal/termination against the same managements. As the workmen were having the same cause of action, hence, these cases are taken together for disposal.

Claimants in their claims statements had stated that they were employed with the managements as heavy worker driver with punching code bearing no.SHOOO2547 and SHOOO16743 at sight no. 1340 and 1337 from 15.12.2015 as well as 15.05.2019 at the last drawn salary of Rs.20,600/- and 19,600/- respectively. Managements since beginning have not issued any appointment letter to the workman, despite, repeated request and reminder made/sent. They have done their duty with utmost care and sincerity. Workmen had not given legal benefits despite being asked. Management got annoyed for this and ultimately their services were terminated on 20.10.2022. By completing the legal formalities i.e. by availing the services of conciliation officer, both of them had filed the claims petitions hear in.

On 29.01.2024 management had filed the memo of appearance. However, this tribunal had called the Sh. Santosh Kumar, Assistant Commissioner Labour (Central Delhi) for explaining the fact as to why they had entertained the present claims before him and issuing the certificate of failure to the claimants because none of the respondents, is the central government which is mandatory for entertaining any Industrial Dispute in three other cases where the B.G.K Shirke is also the respondents. However, Sh. Santosh Kumar had not appeared despite, the notice being given to this effect. Therefore, this tribunal has taken it for disposal.

Counsel for the claimants has stated that he has appeared before this tribunal because the notices were sent by this tribunal and the conciliation had been failed and Sh. Santosh Kumar, Assistant Commissioner Labour, (Central) had issued the failure report.

Appropriate government is the central government in relation to any industrial dispute which pertained to any industry carried on by all under the authority of central government.

Section-2(a)(1) of the Act give the detail expression of covering the industry which falls under the definition of central government controlled industry. It is reproduced

*'in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government, or by a railway company [or concerning any such controlled industry as may be specified in this behalf by the Central Government] or in relation to an industrial dispute concerning [a Dock Labor Board established under Section 5A of the Dock workers (Regulation of Employment) Act, 1948 (9 of 1948), or [the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956)] or the Employees State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees Provident Fund and Miscellaneous provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or [the Oil and Natural Gas Corporation Limited registered under the companies Act, 1956 (1 of 1956)], or the Deposit Insurance and Credit Guarantee Corporation establish under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporations of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporation Act, 1964 (37 of 1964), or [the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited], [the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987)], or [[an air transport service, or a banking or an insurance company,] a mine, an oil field,] [a cantonment Board,] or a*

*[major part, any company in which not less than fifty-one percent of the paid-up share capital is held by the Central Government, or any corporation, not being a corporation referred to in this clause, established by or under any law made by parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and]*

Ld. AR of the workman is unable to tell how this tribunal has the jurisdiction to try their claim particularly when the appropriate government is not the central government in respect of the respondent herein. Ld. AR has only stated that the Sh. Santosh Kumar, Assistant Labour Commissioner (Central) Delhi had given the failure report U/s 2 A of the Act and for this reason he had filed his claim. He further asserted that this tribunal has the jurisdiction in view of the failure report given by the Assistant Commissioner (Central).

Section-2 A have been inserted by Act 35 of 1965 in the Act and provide that the dismissal, discharge, retrenchment and termination of individual employee/workman shall be deemed to be an Industrial Dispute and give an option to the workmen to file the claim directly by filing an application to the labour court or tribunal for adjudication. However, it is subject to the condition that first, he will make an application to the conciliation officer of the appropriate government for conciliation of the dispute. However, the application has to be made before the tribunal after expiry of the Forty-five days of moving the application before the conciliation officer.

Section-2 A of the Act is reproduced herein for the sake of convenience

*‘[2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. [(1)] where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute]’*

Section 2 A (2) which has been inserted by Act 24 of 2010 has categorically mentioned that the application has to be made to the conciliation officer of the appropriate government. However, the Assistant Commissioner (Central) Delhi is not the conciliation officer of the appropriate government herein because none of the respondent has come within the definition of the Central Government. He has exercised the jurisdiction which has not been vested upon him.

In these circumstances, this tribunal has found that it has no jurisdiction to try the claim of the workmen. Hence, the claim of the workmen stand dismissed for want of jurisdiction. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. A copy of this award is also sent to the Central Labour Commissioner for information and action.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

**का.आ. 540.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स टाटा कम्युनिकेशन लिमिटेड, कनाउट प्लेस, नई दिल्ली; मेसर्स प्रीग्रिन गार्डिंग प्रा. लिमिटेड, सेक्टर-18, इलेक्ट्रॉनिक्स सिटी, गुडगांव, के प्रबंधन के संबद्ध नियोजकों और श्री जसवीर सिंह, कामगार, द्वारा- दिल्ली प्लंबर एम्प्लॉइज इंडस्ट्रियल वर्कर यूनियन, कालकाजी नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या. 151/2018, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-44 आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 540.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.ID No. 151 of 2018), of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Tata Communication Ltd., Connaught Place, New Delhi ; M/s. Pregrine Guarding Pvt. Ltd. , Sector-

18, Electronics City, Gurgaon, and Shri Jasveer Singh, Worker, Through-Delhi Plumber Employees industrial Worker Union, Kalkaji New Delhi, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-44-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**BEFORE SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL-CUM-  
LABOUR COURT NO-II, NEW DELHI**

**ID. NO. 151/2018**

**Sh.Jasveer Singh, S/o Sh. Sukh Pal Singh,**

R/o 152, Village- Khichripur, Delhi-110091

**Through-Delhi Plumber Employees industrial Worker Union,**

**Address: 118/2, Govind Puri, Near Kalka Ji Bus Depot,**

**Kalkaji New Delhi- 110019**

...Applicant/Claimant

**VERSUS**

**1. M/s. Tata Communication Ltd.**

**Address:- 2, Bangla Sahib Road, Connaught Place, New Delhi-110001.**

**2. M/s. Pregrine Guarding Pvt. Ltd.**

**Address: Plot No.- 13, Sector-18,**

**Electronics City, Gurgaon-122015.**

**Managements/Respondents**

**AWARD/ORDER DATED**

Succinctly, the Workman's case is that he has been working with management-1 through management-2 since 01.08.2014 at the last drawn pay of Rs. 12,500/- month. His service record was clean and management has no complaint of any kind against his work. At the time of appointment his signature were obtained on blank papers by the management. Management-2 was the contractor by namesake though, he was doing his work with management-1. Since beginning he has not been providing any appointment letter, leave, attendance card, weekly holiday etc. He had demanded the same from the management and for this reason management got annoyed and he was thrown up from the job on 23.05.2017 in cross violation of Industrial dispute Act. He had tried to get his service back and for this he had applied through labour department however management had not co-operated. Hence, he had filed the present claim.

Respondent had appeared and filed their respective reply. Management-1 had denied that workman had been terminated by him. Workman was related to respondent-2 through it distinct and independent service provider i.e. M/s. Pregrine Guarding Pvt. Ltd. Which is a independent and distinct entity. The grievance of the workman if any is against the management-2. Hence, he submitted that claims of the workman be dismissed qua him.

Respondent-2 had admitted that workman was on the rolls of respondent-2, one of the contractor of the respondent-1 for providing security services under the agreement executed between them. He submitted that the claimant was very careless and always preferred sit ideally. Management-2 repeatedly receiving complaint with regard to the act of misbehavior and misconduct, un-necessary argument and using un-parliamentary language with officers of management-1. He was warned by many times but he did not change his habits. He submitted that claimant had lastly attended the duty on 11.04.2017 and remained absent thereafter illegally. He submitted that he still ready to take back the claimant on duty.

Rejoinder has been filed by the claimant denying the averment made by the management in their WS.

From the pleading of the party, following issues have been framed vide order dated 24.10.2019.

**ISSUES**

1. Whether the proceeding is maintainable.
2. Whether the workman was illegally terminated from service by management no.1.
3. Whether there exist any employer and employee relationship between the management no.1 and the workman.
4. To what relief the workman is entitled to and by whom.

Claimant is asked to examine the witness. During the course of proceeding this court has asked from the workman AR, how the claim of the workman is maintainable before this tribunal because none of the respondent is

the central government institutions or industry. Respondent no-1 is M/s TATA COMMUNICATION LTD. And respondent-2 is M/s PEREGRINE GUARDINEG Pvt. LTD.

Section-2 (a) of I.D Act (hereinafter is called as an Act) define the expression 'appropriate government'.

Appropriate government is the central government in relation to any industrial dispute which pertain to any industry carried on by all under the authority of central government.

Section-2(a)(1) of the Act give the detail expression of covering the industry which falls under the definition of central government controlled industry. It is reproduced

*'in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government, or by a railway company [or concerning any such controlled industry as may be specified in this behalf by the Central Government] or in relation to an industrial dispute concerning [a Dock Labor Board established under Section 5A of the Dock workers (Regulation of Employment) Act, 1948 (9 of 1948), or [the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956)] or the Employees State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees Provident Fund and Miscellaneous provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or [the Oil and Natural Gas Corporation Limited registered under the companies Act, 1956 (1 of 1956)], or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporations of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporation Act, 1964 (37 of 1964), or [the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited], [the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987)], or [[an air transport service, or a banking or an insurance company,] a mine, an oil field,] [a cantonment Board,] or a [major port, any company in which not less than fifty-one percent of the paid-up share capital is held by the Central Government, or any corporation, not being a corporation referred to in this clause, established by or under any law made by parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and]*

Ld. AR of the workman is unable to tell how this tribunal has the jurisdiction to try their claim particularly when the appropriate government is not the central government in respect of the respondent herein. Ld. AR has only stated that the Sh. Jagmohan Singh, Assistant Labour Commissioner (Central) Delhi had given the failure report U/s 2 A of the Act and for this reason he had filed his claim. He further asserted that this tribunal has the jurisdiction in view of the failure report given by the Assistant Commissioner (Central).

Section-2 A have been inserted by Act 35 of 1965 in the Act and provide that the dismissal, discharge, retrenchment and termination of individual employee/workman shall be deemed to be an Industrial Dispute and give an option to the workmen to file the claim directly by filing an application to the labour court or tribunal for adjudication. However, it is subject to the condition that first, he will make an application to the conciliation officer of the appropriate government for conciliation of the dispute. However, the application has to be made before the tribunal after expiry of the Forty-five days of moving the application before the conciliation officer.

Section-2 A of the Act is reproduced herein for the sake of convenience

*'[2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. [(1)] where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute]'*

Section 2 A (2) which has been inserted by Act 24 of 2010 has categorically mentioned that the application has to be made to the conciliation officer of the appropriate government. However, the Assistant Commissioner (Central) Delhi is not the conciliation officer of the appropriate government herein because none of the respondent has come within the definition of the Central Government. He has exercised the jurisdiction which has not been vested upon him.

In these circumstances, this tribunal has found that it has no jurisdiction to try the claim of the workmen. Hence, the claim of the workmen stand dismissed for want of jurisdiction. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. A copy of this award is also sent to the Central Labour Commissioner for information and action.

Date: 29.01.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

**का.आ. 541.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीएमडी, नेशनल बिल्डिंग कंस्ट्रक्शन कॉर्पोरेशन लिमिटेड, एन.बी.सी.सी. भवन, लोधी रोड, नई दिल्ली; प्रबंधक, नेशनल बिल्डिंग कंस्ट्रक्शन कॉर्पोरेशन लिमिटेड, एन.बी.सी.सी. स्थान, प्रगति विहार, नई दिल्ली; श्री सुरेंद्र कुमार (नियोक्ता), एस.के.कंस्ट्रक्शन कंपनी, बुराड़ी, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री ब्रजेश कुमार/संदर्भ संख्या. 26/2021, श्री वेदपाल/संदर्भ संख्या. 27/2021/ श्री दीपक/ संदर्भ संख्या. 28/2021, श्री सुरजीत कुमार/ संदर्भ संख्या. 29/2021, श्री नितिन,/ संदर्भ संख्या. 30/2021, कामगार, द्वारा - भारतीय राष्ट्रीय प्रवासी श्रमिक संघ, 1770/8, तीसरी मंजिल गोविंद पुरी एक्सटेंशन, मेन रोड, कालकाजी, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या. 26/2021, संदर्भ संख्या. 27/2021, संदर्भ संख्या. 28/2021, संदर्भ संख्या. 29/2021 संदर्भ संख्या. 30/2021, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No.26/2021]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No.27/2021]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No.28/2021]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No.29/2021]

[सं. एल -42025-07-2024-40 आईआर(डीयू)/i.r.to ID No.30/2021]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 541.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No.26/2021, ID No. 27/2021, ID No. 28/2021, ID No. 29/2021, ID No. 30/2021), of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The CMD, National Building Construction Corporation Ltd., N.B.C.C. Bhawan, Lodhi Road, New Delhi ;The Manager, National Building Construction Corporation Ltd., N.B.C.C. Place, Pragati Vihar, New Delhi ; Shri Surender Kumar (Employer),S.K. Construction Co.,Burari, New Delhi, and Shri Brajesh Kumar/ID No.26/2021,Shri Vedpal / ID No.27/2021, Shri Deepak / ID No.28/2021, Shri Surjit Kumar / ID No.29/2010, Shri Nitin / ID No.20/2021,Worker, Through- Indian National Migrant Workers Union, 1770/8, 3rd Floor Govind Puri Extn. Main Road, Kalkaji, New Delhi, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42025-07-2024-41-IR (DU) ID No.26/2021]

[No. L-42025-07-2024-41-IR (DU) ID No.27/2021]

[No. L-42025-07-2024-41-IR (DU) ID No.28/2021]

[No. L-42025-07-2024-41-IR (DU)ID No.29/2021]

[No. L-42025-07-2024-41-IR (DU)ID No.30/2021]

DILIP KUMAR, Under Secy.

## ANNEXURE

**SH. ATUL KUMAR GARG, PRESIDING OFFICER, CENTRAL GOV. INDUSTRIAL-TRIBUNAL CUM –  
LABOUR COURT NO II, NEW DELHI****I.D. No.26/2021****Sh. Brajesh Kumar, S/o Sh. Amar Singh,****R/o – Sikandarpur, P.O. Pilkhana, Akarabad, Aligarh, Uttar Pradesh – 202121.****Through – Indian National Migrant Worker's Union,**

1770/8, 3rd Floor Govid Puri Extn. Main Road, Kalkaji,

New Delhi – 110019.

**I.D. No.27/2021****Sh. Vedpal, S/o Sh. Masijaran,****R/o T – 281, Mehar Chand Market Lodhi Road, New Delhi – 110003.****Through – Indian National Migrant Worker's Union,**

1770/8, 3rd Floor Govid Puri Extn. Main Road, Kalkaji,

New Delhi – 110019.

**I.D. No.28/2021****Sh. Deepak, S/o Sh. Chander Lal, R/o J - 53,**2<sup>nd</sup> Floor, Dakshin Puri, New Delhi – 110019.**Through – Indian National Migrant Worker's Union,**1770/8, 3<sup>rd</sup> Floor Govid Puri Extn. Main Road, Kalkaji,

New Delhi – 110019.

**I.D. No.29/2021****Sh. Surjit Kumar, S/o Sh. Subhash Chand,****R/o BB - 165, Bagrian Basti Near Kali Mandir ,**

Akhara Wali Gali, Nabi Karim, Pharganj, Delhi – 110055.

**Through – Indian National Migrant Worker's Union,**1770/8, 3<sup>rd</sup> Floor Govid Puri Extn. Main Road, Kalkaji,

New Delhi – 110019.

**I.D. No.30/2021****Sh. Nitin, S/o Late Sh. Puran, R/o J - 289, Jaitpur**

Arpan Vihar, Badarpur, South Delhi – 110044.

**Through – Indian National Migrant Worker's Union,**1770/8, 3<sup>rd</sup> Floor Govid Puri Extn. Main Road, Kalkaji, New Delhi – 110019.**VERSUS**

- 1. Sh. P.K. Gupta CMD**  
**National Building Construction Corporation Ltd.,**  
N.B.C.C. Bhawan, Lodhi Road, New Delhi – 110003.
- 2. Sh. A.K. Verma, Manager,**  
**National Building Construction Corporation Ltd.,**  
N.B.C.C. Place, Bhisham Pitamah Marg, Pragati Vihar, New Delhi – 110003.
- 3. Sh. Surender Kumar (Employer),**  
**S.K. Construction Co.**  
D – 29, Gali No. 1, Jharoda Part-01, Burari,  
New Delhi- 110009.
- 4. Vimal Enterprises,**  
**Through- National Building Construction Corporation Ltd.,**  
N.B.C.C. Place, Bhisham Pitamah Marg, Pragati Vihar, New Delhi- 110003.



**AWARD**

By this composite order, I shall dispose off the claims of the above said workmen U/S 2A of the I.D Act. The workmen in their claim statement had stated that they have been working with the managements since 12.03.2017, 11.02.2019, 01.11.2012, 2014 and 01.03.2018 at the post of House keeping with the management- 1 & 2. Respondent no. 3 & 4 are the false contractor. They have been drawing the pay from 15,000 to 18,000/- per month. They have been deprived by the management of the legal facilities since beginning. When they demanded the said legal facilities, principal employer and contractor had terminated their services on 01.12.2019 after keeping their arrear of their salary of November 2019. Workmen had sent the demand notice asking the management to keep them on duty but management has not given any answer. They had filed the claims with the Labour Commissioner on 30.05.2018 but no result have been yielded. Hence, they had filed their claim U/S 2 (A) of the I.D Act.

Management no. 1 & 2 had appeared and filed the WS denying the relationship of employer and employee. Management-3 had also appeared later on and filed their WS denying the averment made by the claimants. Issues have been framed. Workmen are asked to file their evidence in support of their claims. However, the AR of the workman Sh. Anil Rajput had stated that he has no contract with the workmen for long time as such he is unable to file the affidavit in evidence.

In these circumstance, when the workmen have not led any evidence, then the claims of the workmen are resulted into failure. Hence, the claims of the workmen stand dismissed. Award is accordingly passed. A copy of this order is placed in each of the file. File is consigned to record room.

Date: 24.01.2024

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 18 मार्च, 2024

**का.आ. 542.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानिदेशक, सीपीडब्ल्यूडी, निर्माण भवन, नई दिल्ली; कार्यकारी अभियंता, सीपीडब्ल्यूडी, यू डिवीजन, सीजीओ कॉम्प्लेक्स, लोधी रोड, दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री राज कुमार और 3 अन्य, कामगार, द्वारा - सीपीडब्ल्यूडी कर्मचारी संघ, गुडगांव, (हरियाणा), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या. 106/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.03.2024 को प्राप्त हुआ था।

[सं. एल-42011/44/2019-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th March, 2024

**S.O. 542.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.ID No. 106/2019), of the **Central Government Industrial Tribunal cum Labour Court- I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director General, CPWD, Nirman Bhawan, New Delhi ;The Executive Engineer, CPWD,U Division, CGO Complex, Lodhi Road, Delhi, and Shri Raj Kumar & 3 others, Worker, Through - CPWD Karamchari Union, Gurgaon , (Haryana)**, which was received along with soft copy of the award by the Central Government on 15.03.2024.

[No. L-42011/44/2019-IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI – 1 ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

**ID No. 106/2019**

Shri Raj Kumar & 3 others,

Through CPWD Karamchari Union,

Banu Lal Ji Complex, Shop No. 4 Gurgaon Road,

Opp. Bus Stand Gurgaon (Haryana)-122005.

Claimant...

**Versus**

1. The Director General

CPWD, Nirman Bhawan,

New Delhi-110011.

2. The Executive Engineer, CPWD,

U Division, CGO Complex, Lodhi Road,

Delhi-110003

Managements...

Claimant in person.

Shri K.K.Pandey, AR for the management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No.42011/44/2019-IR(DU) dated 11.04.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*“Whether the contract between CPWD (U Division) and its Contractor is sham? Whether the workmen Sh. Raj Kumar & 3 others (mentioned in Annexure-A) are entitled to be regularized in the services of the management of CPWD with effect from the initial date of appointment along with consequential benefits, if yes, what directions are necessary in this respect? 2. Whether the action of management of CPWD in not ensuring the wages to the workmen Sh. Raj Kumar & 3 others (mentioned in Annexure-A) Equal to their regular employees discharging same and similar work is illegal and/or unjustified, If yes, what relief the workman is entitled to and what directions are necessary in this respect?”*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the management.

3. The claimant filed an application for withdrawal with affidavit. Hence, in these circumstances this tribunal has no option except to pass the no dispute with reserved their legal rights. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 543.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेडक्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और मनिंदर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (134/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024-आई आर (बी-I)-117]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 543.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.134/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Maninder Singh.Worker.

[No. L-12025/01/2024- IR(B-I)-117]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.134/2016

Registered On:-11.11.2016

Maninder Singh S/o Sh. Bittu Singh R/o Village Fateh Majiri, Tehsil Samana, Distt. Patiala. Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala. Respondents

**Award****Passed On:-23.01.2024**

1. The workman Sh. Maninder Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 544.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासनकमांडर ., स्टेशन हेडक्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल .जी.आई.175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और सरबजीत कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (135/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024-आई आर (बी-I)-118]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 544.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.135/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Sarabjit Kaur Worker.

[No. L-12025/01/2024- IR(B-I)-118]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 135/2016

Registered On:-11.11.2016

Sarabjit Kaur W/o Sh. Avtar Singh R/o Village Hardaspur Distt. Patiala. Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala. Respondents

**AWARD****Passed On:-23.01.2024**

1. The workman Smt. Sarabjit Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 545.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेडक्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और किरणपाल कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (136/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024-आई आर (बी-I)-119]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 545.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.136/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Kiranpal Kaur Worker.

[No. L-12025/01/2024- IR(B-I)-119]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 136/2016

Registered On:-11.11.2016

Kiranpal Kaur W/o Sh. Tejinder Singh R/o Village Hardaspur Tehsil &amp; Distt. Patiala.

.....Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

**AWARD****Passed On:-23.01.2024**

1. The workman Smt. Kiranpal Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 546.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और कुलदीप कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (137/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024-आई आर (बी-I)-120]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 546.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 137/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court – I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Kuldeep Kaur Worker.

[No. L-12025/01/2024- IR(B-I)-120]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 137/2016

Registered On:-11.11.2016

Kuldeep Kaur W/o Sh. Mohan Singh R/o Village Baghwala Pasa, Distt. Patiala.

.....Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

**AWARD****Passed On:-23.01.2024**

1. The workman Smt. Kuldeep Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और बबनदीप सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ़ के पंचाट (139/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024-आई आर (बी-I)-121]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.139/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Babandeep Singh Worker.**

[No. L-12025/01/2024- IR(B-I)-121]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 139/2016

Registered On:-11.11.2016

Babandeep Singh S/o Sh. Harbans Singh R/o Village Icchewal, Tehsil Nabha, Distt. Patiala.

.....Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

**AWARD****Passed On:-23.01.2024**

1. The workman Sh. Babandeep Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 548.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, आयुध निर्माणी, इटारसी, के प्रबंधन के संबद्ध नियोजकों और श्री रमेश प्रसाद, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/142/2001) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल -14012/25/2001-आई आर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 548.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/142/2001**) of the **Central Government Industrial Tribunal cum Labour Court-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Ordnance Factory, Itarsi , and Shri Ramesh Prasad, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L-14012/25/2001- IR(DU)]

DILIP KUMAR. Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/142/2001****Present: P.K.Srivastava****H.J.S..( Retd)**

Shri Ramesh Prasad,  
Adarsh Nagar,  
Near EWS-73, Housing Board Colony,  
Hoshangabad - 461001

**Workman****Versus**

The General Manager,  
Ordnance Factory,  
Itarsi – 461122

**Management**

**AWARD****(Passed on this 26th day of February 2024)**

As per letter dated 09/07/2001 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-14012/25/2001 (IR(DU)) dt 09/07/2001. The dispute under reference relates to:-

**“Whether the action of the management of Ordinance Factory, Itarsi in terminating the servicers of Sh. Ramesh Prasad w.e.f. 15/03/1995 if justified? If not, to what relief the workman is entitled to?”**

**Facts connected in brief** are mainly that while the workman was in service of management he was issued a charge sheet by management containing following charges: -

1. In pilferage of diesel from the government vacant amounting to fact of government property.
2. Misuse of government vehicle for private riding.
3. Carrying on authorized person in the explosive van.
4. Following unauthorized and longer route

The departmental enquiry was conducted by the management the Enquiry Officer, filed his enquiry report holding all the charges proved except charge No. 1. The disciplinary authority, after considering the representation of the workman against the enquiry report, awarded the punishment of terminating his services vide his order dated 15/03/1995. According to the workman, the departmental enquiry was not legally and properly conducted, charges were not proved on the basis of enquiry and the punishment was disproportionate to the charges. The workman therefore requested that holding the punishment bad-in-law, he be reinstated with all consequences benefits.

Case of management, as taken in their written statement of defence, is mainly that the workman had committed the gross misconduct of serious nature while working as Civilian Motor Driver with the fact on 24/09/1998 in the Ordinance Factory Itarsi in the year 02/1992. Departmental action was initiated against him under Rule 14 of statutory Central Services (CCA) Rules 1965 and a department enquiry was conducted following procedure laid down in the rules. The workman was given full opportunity to defend himself. The enquiry officer submitted his finding on 19/04/1993 holding all the charges except charge No.1 proved against the workman. A copy of enquiry report was forwarded the workman he did submit his representation on enquiry report and after considering his representation the disciplinary authority disagreeing with the final of enquiry Officer with the charge No. 1 held the charge No. 1 also proved and imposed the penalty of termination of his services while order dated 20 July 1993. Appeal filed by the workman against this order was dismissed by the appellate authority. Accordingly to the management, the charges were duly proved and punishment was also not disproportionate to the charges accordingly management requested that reference be answered against the workman.

On the basis of pleading, my learned predecessor framed the following **issue** vide order dated 21/11/2006

1. **Whether the departmental enquiry conducted by management against the workman is proper and legal ?**
2. **If issue no. 1 has decided is negative against management whether the management is entitled to prove the mistake of the workman?**
3. **To what relief if is the workman entitled?**

**Issue No. 1 was taken as preliminary issue.**

Preliminary issue was decided on the basis of evidence by my learned vide his order Dt. 16/05/2013 holding the departmental enquiry bad in law. Management was permitted to lead evidence before this Tribunal.

Parties adduced their side of evidence in form of documents and affidavits of witnesses. On the basis of evidence on record, award was passed by my learned predecessor on Sep 7/2015 holding only the charge No. 3 i.e. carrying unauthorized person in explosive van proved and set aside the punishment of termination of the workman from the services holding it not proper, this sentence was modified to compulsory retirement for the workman.

The management filed W.P. No. 2522/2016 before Hon'ble Court of M.P. which was decided after hearing on 08/09/2023. The Hon'ble High Court Single Bench held that finding of this Tribunal with respect to non-proving of charge regarding illegal transportation of the private goods by the workman in the official explosive van from Nashik to Indore required reconsideration by this Tribunal and accordingly the modification of punishment also requires reconsideration. Hon'ble High Court set aside the award and remanded the matter to this Tribunal to decide it afresh and pass fresh award in the light of the observations. It is in the light of the observations and on the direction of Hon'ble High Court the case was reheard by this Tribunal.



Learned counsel for workman Shri Neeraj Kewat and Learned counsel for management Shri Gopi Chourasia submitted his argument. I have gone through the record as well.

The perusal of record in the light of and reveals that finding of my learned predecessor in the award passed by, on the finding that charge No. 1, charge No. 4 and charge No. 5 were not proved, has not been interfered by Hon'ble High Court. Hon'ble High court has concurred with the finding of my learned predecessor in the award that charge No. 3 which is carrying on authorized person in the explosive van containing explosive was held proved by evidence. As regard to charge of misuse of government vehicle for private trading, finding on this charge as been found against record by Hon'ble High Court. Hon'ble High Court referred to the statement of two witnesses i.e. C.P. Mourya and Rajendra Prasad Patel recorded before this Tribunal.

I have gone through the statements of these two witnesses recorded before this Tribunal. In the light of the observation of this Hon'ble High court as mentioned above.

Rajendra Prasad Patel states in his affidavit which is his examination in chief hat "we left Amarnath on 13/02/1992 at 16-30 hours. When we reached at Nashik, Ramesh Prasad (workman) permitted the transporters to load about 8 tone materials consisting of tyre and metals part in the vacant vehicle and same was unloaded at Indore". In his cross examination on this point, this witness states that he was assigned to go to Bombay with Ramesh on 08/02/1992. He was sent with Ramesh as a helper they had gone in the explosive van, there were no written order given to him for going with Ramesh, he does not remember the year he left the school, he does not know whether C.P. Mourya was given order for going to Bombay. The van was halted at 2 or 3 places on way to Bombay. He did not listen a conversation between driver Ramesh and Proprietor of Mama Transport they had gone through the godown of the Mama transport which was at distance from the road the tyres were loaded at Nashik. He had objected to loading the private good in government vehicle. It is clear from his cross examination that there is nothing in cross examination to discredit him with regard to his statement regarding loading of private goods in government vehicle.

The other witness C.P. Mourya has stated in his affidavit in form of affidavit that he, along with Rajendra Prasad Patel was in said vehicle, while returning back, Ramesh Prasad stopped the vehicle in Nashik and told that he had some personal work there in Nashik which will take time. According to this witness, he left the vehicle and came back in the evening. They all proceeded in the Nashik in the evening. During journey, he was told by the Rajendra Prasad Patel that Ramesh Prasad (driver) had filled in some non government goods for transportation in the vehicle at Nashik. They reached at Indore the vehicle stopped there he got down from the vehicle and return back after 2 or 3 hours thereafter they proceeded from Indore. In his cross examination of this point he has stated that he had witnessed goods been unloaded from the vehicle at Indore from distance about 100 to 150 meters. These goods were unloaded at Dewas Naka at Indore.

It well settled proposition of law that charge in a departmental enquiry need not be proved beyond doubt. Here are some decisions in support -

**Departmental enquiry & criminal proceedings distinguished: Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.** See: T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

**Standard of proof in a departmental enquiry** which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a **preponderance of probability** to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. See: (i) **Nirmala J. Jhala Vs. State of Gujarat & Another**, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13). (ii) **M.V. Bijlani Vs. Union of India**, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of

proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been ruled by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

Looking into the evidence recorded as discussed above of the light of settled principal of law with respect to prove of charges in the departmental enquiry it is held that the charge of illegally transporting private goods in the government vehicle is also proved and this point is answered accordingly.

**In Deputy Commissioner, KVS & Others Vs. J. Hussain, AIR 2014 SC 766 (DB) Held-**

"It is the disciplinary authority with whom lies the discretion to decide as to what kind of punishment is to be imposed on delinquent. This discretion has to be exercised objectively keeping in mind the nature and gravity of charge. The Disciplinary Authority is to decide a particular penalty specified in the relevant Rules. Host of factors go into the decision making while exercising such a discretion which include, apart from the nature and gravity of misconduct, past conduct, nature of duties assigned to the delinquent, responsibility of duties assigned to the delinquent, previous penalty, if any, and the discipline required to be maintained in department or establishment where he works, as well as extenuating circumstances, if any exist."

As regards the proportionality of punishment, the other charge proved amounts to engaging in profiteering by way of transporting private goods in a government vehicle which is serious misconduct on the part of the workman affecting his integrity. Keeping in view the seriousness of this charge proved, the punishment of termination of services of the workman by the management cannot be held so disproportionate to the charge which shocks the conscience of this Tribunal. Holding that the punishment does not warrant interference, this point is also answered accordingly.

In the light of above findings, the reference deserves to be answered against the workman and being answered as such

#### AWARD

**Holding the the action of the management of Ordinance Factory, Itarsi in terminating the servicers of Sh. Ramesh Prasad w.e.f. 15/03/1995 justified in law, the workman is held entitled to no relief.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 549.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रभारी अधिकारी, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, ओवरहॉल डिवीजन, वायु सेना स्टेशन, ग्वालियर (म.प्र.), के प्रबंधतंत्र के संबद्ध नियोजकों और श्री रमेश खारा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/40/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल-42012/204/2018 - आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 549.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/40/2019) of the **Central Government Industrial Tribunal cum Labour Court—Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Officer Incharge, Hindustan Aeronautics Ltd., Overhall Division, Air Force Station, Gwalior (M.P), and Shri Ramesh Khara, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L-42012/204/2018 - IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/40/2019**

**Present: P.K.Srivastava**

**H.J.S.( Retd)**

**Shri Ramesh Khara**

**S/o Gannu Khare,**

**R/o Rasoolpur, Bhind Road,**

**Maharajpura, Gwalior(MP) - 474020**

**Workman**

**Versus**

**The Officer Incharge,**

**Hindustan Aeronautics Ltd.**

**Overhall Division, Air Force Station,**

**Gwalior (MP) - 474001**

**Management**

#### AWARD

**(Passed on this 27<sup>th</sup> day of February-2024.)**

As per letter dated 15/02/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L 42012/204/ 2018 (IR(DU)) dt. 15/02/2019. The dispute under reference related to :-

**“Whether the claim of Shri Ramesh Khare regarding his work under officer Incharge, Hindustan Aeronautics Ltd. Form 23.06.1995 to 28.02.2015 is correct. If so, whether his oral termination by Officer Incharge, Hindustan Aeronautics Ltd, Gwalior on 28.02.2015 was justified? If not, to what relief Shri Ramesh Khare is entitled to ?”**

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of allotment of time and service of notice, the workman never turned up and submitted his statement of claim, due to which reference preceded ex-parte against the workman vide order dated September 27, 2022. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

#### AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 550.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मेसर्स अटल बिहारी बाजपेयी IIITM, इंद्रलोक नगर, ग्वालियर (म.प्र.); अध्यक्ष, मेसर्स अटल बिहारी बाजपेयी IIITM, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और सुश्री सुभांगी चतुर्वेदी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/12/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल-42025-07-2024-50-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

S.O. 550.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/12/2021) of the Central Government Industrial Tribunal cum Labour Court—Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, M/s Atal Bihari Bajpayee IIITM, Indralok Nagar, Gwalior (M.P) ;The President, M/s Atal Bihari Bajpayee IIITM, New Delhi, and Ms. Subhangi Chaturvedi, Worker, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 42025-07-2024-50- IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR

NO. CGIT/LC/R/12/2021

Present: P.K.Srivastava

H.J.S..( Retd)

Ms. Subhangi Chaturvedi,

K-32, Gandhinagar,

Gwalior (MP) - 474002

Workman

Versus

The Director,  
M/s Atal Bihari Bajpayee IIITM,  
106, Globus Township, Near Indralok Nagar,  
Gwalior (MP) – 474011

The President,  
M/s Atal Bihari Bajpayee IITM,  
4/73, New Friends Colony,  
Near DBA Shopping Centre  
New Delhi – 110025

Management

### AWARD

(Passed on this 23rd day of February-2024.)

As per letter dated 22/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(1-2)/2021-IR dt. 22/01/2021. The dispute under reference related to :-

**“क्या सुश्री शुभांगी चतुर्वेदी कर्मकार को मैसर्स अटल बिहारी बाजपेयी आईआईआईटीएम, ग्वालियर द्वारा आवेदक को 01/05/2020 को काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकारको कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए ?”**

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

### AWARD

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 551.—**औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य कार्यपालन अधिकारी, छावनी बोर्ड, जबलपुर, के प्रबंधन के संबद्ध नियोजकों और श्री रामप्रसाद पटेल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/114/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 13012/02/2018 -आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 551.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/114/2018) of the **Central Government Industrial Tribunal cum Labour Court–Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief Executive Officer, Cantonment Board, Jabalpur, and Shri Ramprashad Patel, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 13012/02/2018 - IR (DU)]

DILIP KUMAR. Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,**  
**JABALPUR**

**NO. CGIT/LC/R/114/2018**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**Shri Ramprashad Patel**  
**S/o Shri Radheshaym Patel**  
**Vill- Bhamki, PO- Shahpura (Bhitoni)**  
**Jabalpur - 483119**

**Workman**

**Versus**

**The Chief Executive Officer,**  
**Cantonment Board,**  
**Jabalpur - 482001**

**Management**

**AWARD**

**(Passed on this 04<sup>th</sup> day of March 2024)**

As per letter dated 22/11/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-13012/02/2018 (IR(DU)) dt. 22/11/2018 The dispute under reference relates to:

**“क्या प्रबंधन चीफ एक्जीक्यूटिव ऑफिसर, केन्टोनमेंट बोर्ड, जबलपुर म० प्र० के प्रबंधन द्वारा श्री रामप्रसाद पटेल आत्मज श्री राधेश्याम पटेल भूतपूर्व दैनिक वेतनभोगी वायरमेन को दिनांक 27.9.2016 से 1.9.2017 के बीच कार्य में रखे जाने पश्चात उसकी सेवा समाप्ति की कार्यवाही न्यायोचित है यदि नहीं तो संबंधित कर्मचारी किस अनुतोष का हकदार है ?”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them.

In his statement of claim filed by the applicant Workman, he was initially appointed by the management of Cantonment Board on the post of wireman for a period of three months wide order of management, dated September 27<sup>th</sup> 2016 for 89 days. His this appointment was further extended for another period of 89 days wide order dated January 2<sup>nd</sup>, 2017 and thereafter for another period of 89 days by order of management, dated April 1<sup>st</sup>, 2017. His appointment was again extended for another period of 89 days wide order dated July 3<sup>rd</sup>. His appointment was on daily rated basis. Hence, he worked continuously with management for a period of more than 240 days in and year, and in spite of that, he was illegally disengaged by management wide order dated September 1<sup>st</sup> 2017. Without any notice or compensation. According to the workman, the management is an industry as defined in the section 2(J) of the industrial disputes ‘Act’ 1947, hereinafter referred to by the word ‘Act’ and he is a Workman as defined under section 2(s) of the ‘Act’. His termination amounts to retrenchment as defined under section 2(0)(0) of the ‘Act’. His termination is against the section 25F of the ‘Act’. Since the principle of first-come last go was not followed in his case, his termination is also in violation of section 25H of the ‘Act’ and rules 76 and 77 of industrial disputes (Central ) rules, hereinafter referred to by the word rules. The Workman has accordingly sought the relief of his reinstatement with all back wages and benefits, holding his termination against law.

Despite of the fact that, notices were sufficiently server management, none appeared from management to contest this reference. Hence, the reference proceeded ex parte against the management vide order dated March 22<sup>nd</sup> 2021.

In evidence, the workman filed his affidavit, which was on cross-examined. He also filed and proved documents regarding his initial appointment and subsequent extensions and his termination letter as mentioned above, as ExW1 to ExW5.

No evidence was adduced to from the side of management.

I have heard argument of learned counsel for the workman, Mr Hari Om Gupta.

None was present from the side of management at this stage of argument. No written arguments were submitted by management. I have gone through the record as well.

**The reference itself is in issue in this case.**

Before entering into any discussion, following provisions of the 'Act' required to be mentioned and are being reproduced as follows-

2[(oo) "retrenchment" means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

3[(bb) termination of the service of the workman as a result of the non-renewal of the contract contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;]

1 Substituted

## **2[25B. Definition of continuous service.-**

For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-

(i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

*Explanation.-* For the purpose of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which-

(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages, earned in the previous year; (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and (iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

1[\*\*\*]

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

**25G. Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

**25H. Re-employment of retrenched workmen.-** Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the



retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons.

The Workman has corroborated his case is stated in his claim, which is further supported by documentary evidence ExW1 to ExW4, which are letter of his appointment and extensions regarding his services till August 31<sup>st</sup> 2017. All this is un challenged by management. In his affidavit, the workman has stated on oath that he requested the management to re-engage him, but it was refused and other persons were engaged in his place but he has not given any detail of such persons. In absence of detail of any person who came over was engaged by the management after the engagement of the applicant Workman, violation of section 25H of the 'Act' cannot be held to be proved.

Hence, from the evidence as mentioned above, the continuous employment of the workman with management for a period of 240 days and more within any year is held proved. As it is the case of the workman that he was not given any notice or compensation, his termination is held in violation of section 2 5F & 25G of the 'Act'.

Regarding the relief sought, it has been submitted from the side of Workman that interest of Justice will be served only when he is ordered to be reinstated with all back wages and benefits. Learned counsel has referred to following decisions in this respect-

1. **Rajeev Sinha Vs Sardar Ballabh Bhai Polytechnic 2006(111) FLR 571 M.P.**
2. **Deepali Gundu Surwase Vs Kranti Junior Adhyapak 2013 (139) FLR541SC.**
3. **Uttaranchal Forest Development Corporation Vs Jabbar Singh and others ( 2017) SCC112.**

There is nothing on record to indicate that the Workman has not been gainfully employed after his termination. Neither his statement of claim, nor his affidavit stated this fact is specifically. Hence, in such a circumstance, when there is nothing to indicate that the Workman was not gainfully employed after termination of his services by management, he cannot be held entitled to back wages. In the light of the principles of law laid down in the above noted cases, when there is nothing on record to show that there is any vacancy of any type with the management regarding the post on which the workman was employed, his reinstatement will not serve the end of Justice. It has to be kept in mind that, management cannot be asked by this tribunal to create a vacancy for the workman.

Hence, in the light of above discussion, the workman is held entitled to a lump sum compensation in the lieu of all his claims, to be computed at Rs. 100,000/-payable to him by management within 30 days from the date of publication of award in official Gazette, failing which interest at the rate of 6% per annum from the date of award till payment.

The reference is answered accordingly.

#### AWARD

In the light of this factual backdrop, holding the action of management , Chief Executive Officer of Cantonment Board in terminating the services of Sri Ram Prasad Patel , former daily rated wireman is held against law and not unjustified in law. He is held entitled to a lump sum compensation in the lieu of all his claims, to be computed at Rs. 100,000/-payable to him by management within 30 days from the date of publication of award in official Gazette, failing which interest at the rate of 6% per annum from the date of award till payment.

Let the copies of the award be sent to the Government of India, Ministry of Labour& Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 552.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रधान पोस्ट मास्टर, प्रधान डाकघर, कोरबा (छ.ग.), के प्रबंधन के संबद्ध नियोजकों और श्री हर नारायण साहू, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/06/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 42025-07-2024-45- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 552.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/06/2021**) of the **Central Government Industrial Tribunal cum Labour–Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Head Post Master, Head Post Office, Korba (C.G), and Shri Har Narayan Sahu, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 42025-07-2024-45- IR (DU)]

DILIP KUMAR. Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/06/2021**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**Shri Har Narayan Sahu,  
Aara Machine Nayar Mohalla,  
Ward No. 22 Korba Area,  
District – Korba (CG)**

**Workman**

**Versus**

**The Head Post Master,  
Head Post Office, Korba  
Dist. Korba (CG)**

**Management**

**AWARD**

**(Passed on this 21<sup>st</sup> day of February-2024.)**

As per letter dated 06/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RP-5(1-1)/2021-ES.III dt. 06/01/2021 . The dispute under reference related to :-

**“Whether the action on the part of the Management of Head Post Office, Korba in Terminating the service of the Daily Wage Worker (Postman) Shri Har Narayan Sahu S/o Dhan Prasad Sahu without giving any prior notice is legal and justified? If not, to what relief the workman is entitled”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them.

The case of workman is that he was appointed by management as clerk and was wrongfully dismissed without any notice and compensation though he completed 240 days in service. Management had totally denied this claim in their written statement. No evidence was produced by workman, in spite of many dates given to him. Case proceeded against workman vide order dated October 19th, 2023.

Management filed affidavit of its witness which is uncross-examined.

Heard ex-parte argument by Learned Counsel of management. Perused record, reference is the issue in this case. Initial burden to prove is on the workman. In absence of any evidence the claim of workman is held not proceed.

The reference deserves to be answer against the workman and is answered accordingly.

**AWARD**

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 21/02/2024

नई दिल्ली, 19 मार्च, 2024

**का.आ. 553.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रधान पोस्ट मास्टर, प्रधान डाकघर, कोरबा (छ.ग.), के प्रबंधन के संबद्ध नियोजकों और कुमारी ईशा बेला एक्का, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/07/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 42025-07-2024-46- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 553.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/07/2021) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Head Post Master, Head Post Office, Korba (C.G), and Miss Isha Bela Ekka, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No L- 42025-07-2024-46- IR (DU)]

DILIP KUMAR. Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/07/2021****Present: P.K.Srivastava****H.J.S..( Retd)****Miss Isha Bela Ekka,****Qtr. No. TF. 113, C.S.E.B. Colony,****Pataripara, Korba,****District – Korba (CG)****Workman****Versus****The Head Post Master,****Head Post Office, Korba****Dist. Korba (CG)****Management****AWARD****(Passed on this 21<sup>st</sup> day of February-2024.)**

As per letter dated 06/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RP-5(1-2)/2021-ES.III dt. 06/01/2021 . The dispute under reference related to :-

**“Whether the action on the part of the Management of Head Post Office, Korba in Terminating the service of the Daily Wage Worker (Postman) Miss Isha Bela Ekka without giving any prior notice is legal and justified? If not, to what relief the workman is entitled”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them.

The case of workman is that she was appointed by management as clerk and was wrongfully dismissed without any notice and compensation though he completed 240 days in service. Management had totally denied this claim in their written statement. No evidence was produced by workman, in spite of many dates given to her. Case proceeded against workman vide order dated October 19th, 2023.

Management filed affidavit of its witness which is uncross-examined.

Heard ex-parte argument by Learned Counsel of management. Perused record, reference is the issue in this case. Initial burden to prove is on the workman. In absence of any evidence the claim of workman is held not proceed.

The reference deserves to be answer against the workman and is answered accordingly.

#### AWARD

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 21/02/2024

नई दिल्ली, 19 मार्च, 2024

**का.आ. 554.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रधान पोस्ट मास्टर, प्रधान डाकघर, कोरबा (छ.ग.), के प्रबंधन के संबद्ध नियोजकों और श्री संतोष मिरी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/08/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 42025-07-2024-47- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 554.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/08/2021**) of the **Central Government Industrial Tribunal cum Labour–Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Head Post Master, Head Post Office, Korba (C.G), and Shri Santosh Miri, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 42025-07-2024-47- IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/08/2021**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**Shri Santosh Miri,**

**S/o Late Kondaram Miri,**

**At – Ramnagar, Korba**

**District – Korba (CG)**

**Pin 495677**

**Workman**

## Versus

The Head Post Master,  
Head Post Office, Korba  
Dist. Korba (CG)

Management

## AWARD

(Passed on this 21<sup>st</sup> day of February-2024.)

As per letter dated 06/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RP-5(1-3)/2021-ES.III dt. 06/01/2021 . The dispute under reference related to :-

**“Whether the action on the part of the Management of Head Post Office, Korba in Terminating the service of the Daily Wage Worker (Postman) Shri Santosh Miri S/o Late Kondaram Miri without giving any prior notice is legal and justified? If not, to what relief the workman is entitled”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them. In spite of service of notices and many dates given, no statement of claim filed by the workman. Management field written statement /defence.

Case proceeded ex-parte against workman vide order dated August 23<sup>th</sup>, 2022.

No evidence was filed by management also.

Heard ex-parte argument by learned counsel of management. Perused record, reference is the issue in this case. Initial burden to prove is on the workman. In absence of any evidence the claim of workman is held not proceed.

The reference deserves to be answer against the workman and is answered accordingly.

## AWARD

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 21/02/2024

नई दिल्ली, 19 मार्च, 2024

**का.आ. 555.—**औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रधान पोस्ट मास्टर, प्रधान डाकघर, कोरबा (छ.ग.), के प्रबंधन के संबद्ध नियोजकों और श्री राजेश कुमार चंद्राकर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/10/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 42025-07-2024-48- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 555.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/10/2021) of the **Central Government Industrial Tribunal cum Labour Court—Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Head Post Master, Head Post Office, Korba (C.G), and Shri Rajesh Kumar Chandrakar, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 42025-07-2024-48- IR (DU)]

DILIP KUMAR. Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR

NO. CGIT/LC/R/10/2021

Present: P.K.Srivastava

H.J.S..( Retd)

Shri Rajesh Kumar Chandrakar,

S/o Mukut Ram Chandrakar,

Village- Bhathapara (Katharimal), Post Tarda Korba

District – Korba (CG)

Pin 495446

Workman

Versus

The Head Post Master,

Head Post Office, Korba

Dist. Korba (CG)

Management

## AWARD

(Passed on this 21<sup>st</sup> day of February-2024)

As per letter dated 06/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RP-5(1-5)/2021-ES.III dt. 06/01/2021 . The dispute under reference related to :-

**“Whether the action on the part of the Management of Head Post Office, Korba in Terminating the service of the Daily Wage Worker (Postman) Shri Rajesh Kumar Chandrakar, S/o Mukut Ram Chandrakar without giving any prior notice is legal and justified? If not, to what relief the workman is entitled”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them. In spite of service of notices and many dates given, no statement of claim filed by the workman. Management field written statement /defence.

Case proceeded ex-parte against workman vide order dated August 23<sup>rd</sup>, 2022.

No evidence was filed by management also.

Heard ex-parte argument by learned counsel of management. Perused record, reference is the issue in this case. Initial burden to prove is on the workman. In absence of any evidence the claim of workman is held not proceed.

The reference deserves to be answer against the workman and is answered accordingly.

## AWARD

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 21/02/2024

नई दिल्ली, 19 मार्च, 2024

का.आ. 556.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रधान पोस्ट मास्टर, प्रधान डाकघर, कोरबा (छ.ग.), के प्रबंधन के संबद्ध नियोजकों और श्री प्रकाश यादव, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/09/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.03.2024 को प्राप्त हुआ था।

[सं. एल- 42025-07-2024-49- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 556.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/09/2021**) of the **Central Government Industrial Tribunal cum Labour Court—Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Head Post Master, Head Post Office, Korba (C.G), and Shri Prakash Yadav, Worker**, which was received along with soft copy of the award by the Central Government on 18.03.2024.

[No. L- 42025-07-2024-49- IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/09/2021**

**Present: P.K.Srivastava**

**H.J.S..( Retd)**

**Shri Prakash Yadav,  
S/o Late Dayaram Yadav,  
At – Ratakhari, Korba  
District – Korba (CG)  
Pin 495677**

**Workman**

**Versus**

**The Head Post Master,  
Head Post Office, Korba  
Dist. Korba (CG)**

**Management**

#### AWARD

**(Passed on this 21<sup>st</sup> day of February-2024.)**

As per letter dated 06/01/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number RP-5(1-4)/2021-ES.III dt. 06/01/2021 . The dispute under reference related to :-

**“Whether the action on the part of the Management of Head Post Office, Korba in Terminating the service of the Daily Wage Worker (Postman) Shri Prakash Yadav S/o Late Dayaram Yadav without giving any prior notice is legal and justified? If not, to what relief the workman is entitled”**

After registering a case on the basis of the reference received, notices were issued to the parties and were duly served on them. In spite of service of notices and many dates given, no statement of claim filed by the workman. Management field written statement /defence.

Case proceeded ex-parte against workman vide order dated August 23<sup>rd</sup>, 2022.

No evidence was filed by management also.

Heard ex-parte argument by learned counsel of management. Perused record, reference is the issue in this case. Initial burden to prove is on the workman. In absence of any evidence the claim of workman is held not proceed.

The reference deserves to be answer against the workman and is answered accordingly.

#### AWARD

**In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.**

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 21/02/2024

नई दिल्ली, 19 मार्च, 2024

**का.आ. 557.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175,

अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और पवन सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ़ के पंचाट (140/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024. आई आर (बी-I)-122]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 557.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.140/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Pawan Singh Worker.

[No. L-12025/01/2024- IR(B-I)-122]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 140/2016

Registered On:-11.11.2016

Pawan Singh S/o Sh. Joginder Singh R/o Village Paharpur, P.O. Gajjammajera, Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Pawan Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 558.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और कुलविंदर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ़ के पंचाट (141/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024. आई आर (बी-I)-123]

सलोनी. उप निदेशक



New Delhi, the 19th March, 2024

**S.O. 558.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.141/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Kulwinder Worker.

[No. L-12025/01/2024- IR(B-I)-123]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 141/2016

Registered On:-11.11.2016

Kulwinder S/o Sh. Surender R/o H.No.35, St. No.2 Sanjay Colony, Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Kulwinder has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 559.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन .कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी .175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजका और जगरूप कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (142/2016) प्रकाशित करती है।

सलोनी, उप निदेशक

[सं. एल-12025/01/2024. आई आर (बी-I)-124]

New Delhi, the 19th March, 2024

**S.O. 559.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.142/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jagroop Kaur Worker.

[No. L-12025/01/2024- IR(B-I)-124]

SALONI, Dy. Director

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.142/2016

Registered On:-11.11.2016

Jagroop Kaur D/o Sh. Nachhttar Singh R/o Village Icchewal Distt. Patiala.

.....Workman

## Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

## AWARD

Passed On:-23.01.2024

1. The workman Smt. Jagroop Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 560.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ ऑफ स्टाफ मुख्यालय, पश्चिमी कमान, चंडीमंदिर कैंट, पंचकुला-(हरियाणा), के प्रबंधन के संबद्ध नियोजकों और श्री कुलभूषण सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 चंडीगढ़ पंचाट (संदर्भ संख्या 94/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19/03/2024 को प्राप्त हुआ था।

[सं. एल-14012/14/2017-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

S.O. 560.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/2018) of the Central Government Industrial Tribunal cum Labour Court -2, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Chief of Staff Head Quarters, Western Command, Chandimandir Cantt, Panchkula-(Haryana), and Shri Kulbhushan Singh, Worker, which was received along with soft copy of the award by the Central Government on 19/03/2024.

[No. L-14012/14/2017- IR (DU)]

DILIP KUMAR. Under Secy.

**ANNEXURE****In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.****Present: Sh. Kamal Kant, Presiding Officer.**

ID No. 94/2018

Registered on:-11.12.2018

Sh. Kulbhushan Singh S/o Sh. Teja Singh, Village Rampur Siuri, PO-Surajpur, The-Kalka, Panchkula(Haryana)-133301.

Workman

Versus

Chief of Staff Head Quarters, Western Command, Chandimandir Cantt., Panchkula(Haryana)-134107.

Respondent/Management

**AWARD****Passed on:-19.02.2024**

Central Government vide Notification No.L-14012/14/2017-IR(DU), Dated 22.11.2018, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of Chief of State, Head Quarters Western Command, Chandimandir Cantt. Panchkula in not accepting the demand of workman Kulbhushan for regularizing his service as mali(gardener) with back wages and consequential benefits is legal, just and valid? If not, to what relief workman concerned is entitled to and from which date?**

1. Both the parties were put to notice and claimant/workman Kulbhushan filed statement of claim, with the averment, that he was appointed as a Gardener(Mali) sometime in January 1993 on temporary basis with eight hours of working days and six days a week at the fixed salary. He continuously served with sincerity and honesty but he was never paid the full monthly wages. When he asked about full wages, he was threatened to be thrown out of job. The wages paid were even less than what is called DC rate. At the time of his appointment, it was settled and agreed between him and management, that he would be on probation of one year and would be paid less but after the completion of probation period he would be regularized and would be paid full wages as per the scale notified by the Government from time to time. Vide Convening Order dated 10.10.1997, Board of Officers assembled to carry out the employment in Defence Services Officers Institute(DSOI). 29 candidates were short-listed for interview and ultimately only 10 candidates were selected for various posts. Copy of the Board Proceedings is enclosed as Annexure C-1. Minute Sheet dated 07.11.1997 is enclosed as Annexure C-2. A cyclostyled blank appointment letter dated 12.12.1997 for asking the selected candidates to join the duty on 22.12.1997 is enclosed as Annexure C-3 but no appointment letter was issued. Earlier there was only one Mali/Gardener but one more post was sanctioned and the pay scale was fixed as 1000-60-1420-EB-70-1910. Copy of the Minute Sheet dated 12.02.1998 for sanctioning the additional post and revision of pay scale is enclosed as Annexure C-4. The workman was selected and employed for the job of Mali in the then DSOI but after having worked for some time and for being observed for performance, the workman was deputed for a short time in the Command Nursery and thereafter was assigned the job of Mali in the house of Chief of Staff. The workman was awarded number of awards for the work done by him(Annexure C-5 to Annexure C-13). He served demand notice Annexure C-14, reply thereof was filed by the respondent-management Annexure C-15 and Failure of Conciliation Report is Annexure C-16. The workman preferred CWP No.4434/2018 before the Hon'ble High Court in which during the motion hearing on 23.02.2018, the respondent was directed to take the workman back in service(Annexure C-17). After lot of requests and pleas, payment of Rs.48,298/- was made through a cheque No.942576 dated 19.08.2018 vide letter dated 13.08.2018(Annexure C-18). The workman prayed for arrears of difference of wages/salary w.e.f. 01.01.1993 till date along with interest @12% per annum and regularization of service with continuity along with back wages.

2. Notice was given to the respondent-management who initially appeared but was proceeded ex parte on 11.09.2019. The case was fixed for ex parte evidence of workman.

3. In support of his case, the workman has filed its affidavit in evidence along with 22 Annexures but was not cross-examined by the management as the management was already proceeded ex parte on 11.09.2019.

4. The workman has filed its written arguments, alleging therein that the workman was appointed as a Gardener(Mali) sometime in January 1993 on temporary basis with eight hours of working days and six days a week at the fixed salary. He continuously served with sincerity and honesty but he was never paid the full monthly wages. When he asked about full wages, he was threatened to be thrown out of job. The wages paid were even less than what

is called DC rate. At the time of his appointment, it was settled and agreed between him and management, that he would be on probation of one year and would be paid less but after the completion of probation period he would be regularized and would be paid full wages as per the scale notified by the Government from time to time. Vide Convening Order dated 10.10.1997, Board of Officers assembled to carry out the employment in Defence Services Officers Institute(DSOI). 29 candidates were short-listed for interview and ultimately only 10 candidates were selected for various posts(C-2). Minute Sheet dated 07.11.1997 is enclosed as (C-2). A cyclostyled blank appointment letter dated 12.12.1997 for asking the selected candidates to join the duty on 22.12.1997(C-3) but no appointment letter was issued. Earlier there was only one Mali/Gardener but one more post was sanctioned and the pay scale was fixed as 1000-60-1420-EB-70-1910. Copy of the Minute Sheet dated 12.02.1998 for sanctioning the additional post and revision of pay scale(C-4). The workman was selected and employed for the job of Mali in the then DSOI but after having worked for some time and for being observed for performance, the workman was deputed for a short time in the Command Nursery and thereafter was assigned the job of Mali in the house of Chief of Staff. The workman was awarded number of awards for the work done by him(C-5 to C-13). He served demand notice(C-14), reply thereof was filed by the respondent-management(C-15) and Failure of Conciliation Report is (C-16). The workman preferred CWP No.4434/2018 before the Hon'ble High Court in which during the motion hearing on 23.02.2018, the respondent was directed to take the workman back in service(C-17). After lot of requests and pleas, payment of Rs.48,298/- was made through a cheque No.942576 dated 19.08.2018 vide letter dated 13.08.2018(C-18). Govt. of India, Ministry of Defence, vide Office Memo No.8(1)/2008/D (Civ-II) dated 12.11.2010(C-19). Govt. of India recently circulated a policy letter dated 4.9.2019 regarding Equal Pay for Equal Work for casual workers(C-20). Rather to circumvent the policy the workman was posted out from Adm. Branch to Newly established Command Nursery and timing of working hours is also altered(C-21 to C-22).

5. I have heard Sh. S.S. Pathania, AR for the workman and perused the file and record carefully.

6. In his affidavit Ex.WW1/A the claimant/workman has stated that he had been appointed as a Gardener(Mali) since January 1993 on temporary basis with 8 hours working days and 6 days a week at the fixed salary. In the terms and conditions, it was mentioned that the workman was entitled for two national holidays and 30 days leave per annum. The workman continuously served with sincerity and honesty but the workman was never paid the full monthly wages. When the workman was asked for full back wages, the workman was threatened to be thrown out of job. At the time of the appointment of workman, it was settled and agreed between the workman and management that the workman would be on probation for one year and would be paid less but after the completion of probation period the workman would be regularized and would be paid the full wages as per the scale notified by the Govt. from time to time. A Board of Officer of respondent-management assembled to carry out the employment in Defence Services Officer's Institute(DSOI). 29 candidates were short-listed for interview and only 10 candidates were selected for various posts. Copy of Board Proceedings is Annexure C-1 and Minute Sheet for employment is Annexure C-2. He was selected as clear from Annexure C-1 and C-2 on the post of Mali. However, no appointment letter was issued to him. One more post was sanctioned for the post of Mali Annexure C-4. His work and conduct is satisfactory as per Annexure C-5 to C-13. He was throughout from service orally on 01.12.2016. He served for a long period so he filed CWP NO.4434 of 2018 before the Hon'ble High Court and Hon'ble High Court vide order dated 23.02.2018(Annexure C-17) take him back in service 07.04.2018. He was also paid some amount on 13.08.2018(Annexure C-18). He was not regularized despite the policy of the Govt.(Annexure C-19).

7. While arguing the case, learned AR of workman contended that workman was initially appointed as Mali in January 1993 and later on he was selected as Mali vide Annexure C-1 as per Board Proceedings of the respondent-management and in view of the judgment of Secretary, State of Karnataka and others Vs. Umadevi and others, Appeal(civil) no.3595-3612 of 1999, decided on 10.04.2006, he required to be regularized. He referred to Annexure C-19, wherein in para 3, it was stated is as follow:-

*“as a one time measure the services of such irregularly appointed, who are duly qualified persons in terms of the statutory recruitment rules for the post and who have worked for ten years or more in duly sanctioned posts but not under cover of orders of courts or tribunals subject to the condition that if such appointment itself is in infraction of the rules or if it is in violation of the provisions of the Constitution, illegality cannot be regularized.”*

8. It is added here that in the present case, the reference was made by Deputy Director, Govt. of India, Ministry of Labour, New Delhi, dated 22.11.2018 to this Tribunal for adjudication regarding the regularization/ permanency of job of workman with the management of Chief of Staff, Head Quarters, Western Command, Chandimandir Cantt. Panchkula(Haryana). Section 10(1) of the ID Act authorizes the appropriate Government to refer the industrial dispute to a Tribunal or the Labour Court. Section 2(k) of the ID Act defines “industrial dispute”, which reads as under:

**“2. Definitions.-In this Act, unless there is anything repugnant in the subject or context,-**

**x x x x**

**(k) “industrial dispute” means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;”**

And ID Act was amended adding Section 2A making individual dispute of a workman as an industrial dispute, if the dispute is related to dismissal, discharge, retrenchment or termination of individual workmen. Thus, Section 2A carves an exception to the definition of individual dispute as given in Section 2(k) of the ID Act. Thus, in order to give jurisdiction to the appropriate government to refer the dispute to the Tribunal/Labour Court, it was essential for the workman to show that his individual dispute for regularization was sponsored or espoused by the union of the workmen. The five Bench of the Apex Court in the case of Workmen of Dharampal Premchand (Saughandhi) Vs. Dharampal Premchand (Saughandhi), Civil Appeal No.532/1963, decided on 16.03.1965, has held at paragraph No.3 as under:-

“3. Section 2(k) defines an “industrial dispute” as meaning any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person. This definition shows that before any dispute raised by any person can be said to be an industrial dispute, it must be shown that it is connected with the employment or non-employment of that person. This condition is satisfied in the present case, because the dispute is in relation to the dismissal of 18 workmen, and in that sense, it does relate either to their employment or non-employment. The question however, still remains whether it is a dispute between employers and workmen, Literally construed, this definition may take within its sweep a dispute between a single workman and his employer, because the plural, in the context, will include the singular. Besides, in the present case, the dispute is in fact between 18 workmen on the one hand, and their employer on the other, and that satisfies the requirement imposed by the fact that the word “workmen” in the context is used in the plural. But the decisions of this Court have consistently taken the view that in order that dispute between a single employee and his employer should be validly referred under s. 10 of the Act, it is necessary that it should have been taken up by the Union to which the employee belongs or by a number of employees. on this view, a dispute between an employer and a single employee cannot, by itself, be treated as an industrial dispute, unless it is sponsored or espoused by the Union of workmen or by a number of workmen. In other words, if a workman is dismissed by his employer and the dismissed workman’s case is that his dismissal is wrongful, he can legitimately have the said dispute referred for adjudication before an Industrial Tribunal under s. 10(1) of the Act, provided a claim for such a reference is supported either by the Union to which he belongs or by a number of workmen, vide Central Provinces Transport Services v. Raghunath Gopal Patwardhan MANU/SC/0067/1956: 1957) ILLJ 27 SC and The Newspapers Ltd. v. The State Industrial Tribunal, U.P. MANU/SC/0078/1957: (1957) IILLJ 1 SC.”

9. The Hon’ble Karnataka High Court in the case of Prakash and Ors. Vs. Superintending Engineer (Electrical), O and M Circle, Belgaum and Ors., Writ Petition Nos.41747-757/1999, decided on 31.03.2000, has taken a view that the individual workman cannot raise a dispute with regard to absorption and regularization.

10. The Delhi High Court in the case of Management of Hotel Samrat and Ors. Vs. Government of NCT and Ors., Writ Petition(C) No.6247 & 6682/2002, decided on 04.01.2007, has taken a similar view that in order to be an industrial dispute, it has to satisfy the definition of Section 2(k) of the ID Act.

11. In view of the above discussion, this Tribunal is of the firm view that the workman is not entitled for any relief as the reference for his regularization is not maintainable. In result, there is no merit in the case and the same is liable to be dismissed. So far as the contention of the AR of workman for placing reliance in the case of Uma Devi(supra) is concerned, in view of above observation, the same cannot be looked into.

12. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

KAMAL KANT, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 561.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षक डाकघर, भिवानी मंडल, डाकघर, घंटाघर चौक, भिवानी हरियाणा; निरीक्षक, दादरी शाखा डाकघर, चरखी दादरी (हरियाणा), के प्रबंधन के संबंध में नियोजकों और श्री नवीन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 चंडीगढ़ पंचाट(संदर्भ संख्या 18/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19/03/2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-38-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 561.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 18/2018**) of the **Central Government Industrial Tribunal cum Labour Court –2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Superintendent of Posts Office, Bhiwani Division, post office, Ghantaghar Chowk, Bhiwani Haryana ;The Inspector, Dadri Branch Posts office, Charkhi Dadri (Haryana), and Shri Naveen Kumar, Worker**, which was received along with soft copy of the award by the Central Government on **19/03/2024**.

[No. L-42025-07-2024-38- IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer, Chandigarh.**

ID No. 18/2018

Registered On: 16.07.2018

Naveen Kumar S/o Sh. Mir Singh R/o Vill. Kari Darni, Tehsil Badhra Distt. Charkhi Dadri, Haryana.

.....Workman

#### Versus

1. The Supdt. Of Post Office, Bhiwani Division, Post Office, Ghantaghar Chowk, Bhiwani Haryana.
2. The Inspector, Dadri Branch Post Office, Charkhi Dadri (Haryana).

.....Managements

#### AWARD

**Passed On:29.01.2024**

1. The workman Sh. Naveen Kumar has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for filing evidence by way of affidavit of Management but workman is not responding from several dates which denotes that the workman is not interested in adjudication of the matter on merits.
3. The workman has not put up his appearance since long i.e. from 25.03.2020 to 29.01.2024 except on two dates in between the dates mentioned above. Today neither workman nor his AR is present. As such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 562.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ अधीक्षक डाकघर, डाकविभाग, शिमला डिवीजन, शिमला, (हिमाचल प्रदेश), के प्रबंधन के संबंध में नियोजकों और श्री मोहन लाल, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 चंडीगढ़ पंचाट(संदर्भ संख्या 34/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19/03/2024 को प्राप्त हुआ था।

[सं. एल -40012/22/2016-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 19th March, 2024

**S.O. 562.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 34/2016**) of the **Central Government Industrial Tribunal cum Labour Court –2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Senior Superintendent Post Office, Deptt. Of Post, Shimla Division Shimla, (Himachal Pradesh), and Shri Mohan Lal, Worker**, which was received along with soft copy of the award by the Central Government on **19/03/2024**.

[No. L-40012/22/2016- IR (DU)]

DILIP KUMAR. Under Secy.



**ANNEXURE****In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.****Present: Mr. Kamal Kant, Presiding Officer.**

ID No. 34/2016

Registered on:-27.01.2017

Sh. Mohan Lal S/o Sh. Langu Ram, Village Rahoshi, PO-Tiyali Via Fagu, Tehsil Theog, Distt-Shimla(Himachal Pradesh).

Workman

**Versus**

The Senior Superintendent Post Office, Deptt. Of Post, Shimla Division Shimla(Himachal Pradesh).

Respondent/Management

**AWARD****Passed on:-15.02.2024**

Central Government vide Notification No.L-40012/22/2016-IR(DU), Dated 12.01.2017, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the Senior Superintendent of Post Offices, Shimla in terminating the services of workman Shri Mohan Lal outsider paid substitute(Group D) with effect from 18.04.2012 is legal, just and valid? If not, then, to what relief the concerned workman is entitled to and from which date?**

1. Both the parties were put to notice and claimant/workman Mohan Lal filed statement of claim, with the averment, that he was employed by the respondent-department on the post of Outside(Group D) in the month of July, 2010 in the Mashobra Branch for 89 days. The workman was given the artificial and fictional breaks by the respondent-department and thereafter the services of the workman were terminated on 18.04.2012 without any reason or cause. The workman was not served with any notice or charge-sheet before the termination. The workman had been representing to the respondents by way of various representations which have not been considered and no heed has been paid. The workman was got employed on temporary basis for the job of Outside(Group D) on July, 2010 in Post Office Mashobra Branch. The work and conduct of the workman was very satisfactory and there was no complaint on his part. The services of the workman was illegally terminated and removed from his job without following the established procedure or rules applicable to the matter. No notice as required under Section 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947 was ever issued to the workman. The workman had completed 240 days during his service period but despite this fact, the services of the workman were orally terminated and junior/fresh persons had been retained/engaged and it is only the workman who belongs to a poor strata of the society was terminated from service which is not otherwise sustainable in the eyes of law and appropriate directions are liable to be issued to the employers to re-engage the workman in service with all consequential benefits. It is therefore, respectfully prayed that the respondents may kindly be directed to re-engage the workman w.e.f. due date in the same place on the same capacity with continuity in service with all consequential benefits.

2. Respondent/management has filed its written statement, alleging therein that there is one sanctioned post of Group D(MTS) at Mashobra Post Office and the same was running vacant during the period 2006 to Jan 2014. The work of this post was being managed from amongst the Gramin Dak Sewak mail deliverer (hence forth called GDSMD) on paid substitute arrangement on daily wage basis turn by turn. The workman had never been recruited against any departmental post. The workman was being engaged by the GDSMD who were working as outsider against the departmental post of MTS during the different small spells of period to look after the work of their seats at their own responsibilities. This process of engaging the GDS against the vacant post of MTS was finally terminated by the appointing authority i.e. Assistant Superintendent of Post Offices, West Sub-Division Shimla-171003 vide Memo No.B/Paid Substitute/12-13 dated 18.04.2012. As per these orders, the work of Gramin Dak Sewak in addition to the work of MTS was to be entrusted to remaining GDSMD for which combined duty allowance is payable to them. After discontinuation of this arrangement, the outsider which was being earlier engaged by the GDS at their responsibility was also discontinued and their work was distributed among the GDS. The workman was never employed by the department against any sanction. The workman was substitute for short spell as stop gap arrangement by GDS. The workman has never been appointed against any particular post so there is no question of termination of service and there is no violation of principles of “Last Come First Go”. No new person has been engaged after 18.04.2012 and there is set procedure for making appointment against any post and one can be allowed to pick up and allow to serve in the department without adhering to the recruitment process and ruling of the

department for particular post. It is therefore prayed, that the claim of the workman be rejected being not preferred within three years from the date of retrenchment i.e. 18.04.2012.

3. Parties were given opportunity to lead evidence.

4. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A along with documents Ex.W1(colly 22 pages) and Ex.W2 and Ex.W3(colly 3 pages) and has been cross-examined by the learned counsel of management.

5. The management has examined MW1 Sh. Bali Ram, SSPO in the O/o Senior Superintendent of Post Offices, Shimla, who filed his affidavit in evidence as Ex.MW1/A along with documents Annexure M-1 and M-2. The management has also examined MW2 Sh. Om Parkash S/o late Sh. Pars Ram, working as Postman, Shimla, GPO, who filed his affidavit as Ex.MW2/A and has been cross-examined by the learned counsel of workman.

6. The workman filed written arguments, alleging therein that he was appointed by the respondent/management as per rules to work as outside Group-D which has also been admitted by the management-witness Mr. Bali Ram(SSPO) initially for 89 days. Thereafter, the workman was given artificial/fictitious break by the management deliberately but the workman has worked continuously for more than 89 days in a single year commencing from the month of July 2010 as is evident from Ex.W-1(page 1-22) and in total the workman has worked for 552 days from July 2010 to April 2012 which is also evident from Ex.W-3(page 1 to 3). The workman was also engaged by the respondent-management by his second name Shri Pawan Kumar in the month of December 2010(Ex-W-1 page 6) and worked continuously till January 2011. The workman was paid wages by the management and the detail of wages paid to the workman through RTI application from management(Ex.W-3) which has also been admitted by the management witness Bali Ram in his affidavit filed as Ex.MW1/A in para 4. The workman was working in the respondent/management Post Office Sub-Division Mashobra and all the persons working in the Post Office Sub-Division Mashobra were working under the Supervision and Control of Post Master. The workman was not a substitute workman and never substituted any other workman. The workman was paid wages by the management and his working was also supervised by the management through its post master. The workman was not paid any retrenchment compensation by the management which is also admitted by the management witness Bali Ram and no retrenchment notice was given to the workman but his services were terminated by issuing simple letter R-2 dated 18.04.2012 which is in violation of Section 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947.

7. The management filed written arguments, alleging therein that the GDSs were directed to manage the work of Group-D post on daily wage basis turn by turn and can make substitute arrangement to manage the work of the post of GDS by engaging outsiders on his own responsibility. The workman is not a government servant and has never been recruited on any specific post as per the recruitment rules. The Assistant Superintendent of Post Offices, Shimla who is the competent authority had terminated the process of making the arrangement for substitute/outside against the post of Group-D at Mashobra SO vide letter dated 18.04.2012 and directed that the work of Group D should now be managed by engaging GDSs. The work of GDS engaged as Group D should be entrusted to other GDSs with combined duty. Combined duty allowance will also be paid to such GDSs entrusted with the combined duty and the outsider so engaged earlier be relieved immediately. The arrangement made prior to issuance of letter dated 18.04.2012 were short term arrangement made among the GDSs as per policy of the Govt. as per rules therefore, the workman was engaged by different GDSs as substitute arrangement basis for different small spells of period to look after the work of their seats on their own responsibility(Annexure M-1). The workman was engaged only on daily wages as a substitute arrangement therefore, the workman is not entitled to any relief as sought by him. The provisions of ID Act are not applicable in the present case as such, there is no violation of Section 25-G, 25-H and 25-N of the ID Act.

8. I have given due consideration to the arguments advanced by the learned counsels for the parties.

9. There is no dispute about the proposition of law that onus to prove that workman was in the employment of management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in the form of receipt of salary of wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh(2005) 8 Supreme Court cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda(2012) 1 SCC 47.

10. The workman in his affidavit Ex.WW1/A has stated that he was employed by the respondent-department on the post of Outside GDS(Group D) in the month of July, 2010 in the Mashobra Branch for 89 days and after giving the artificial and fictional breaks by the respondent-department, his services were terminated on 18.04.2012 without any reason or cause. He was not served with any notice or charge-sheet before his termination. He was entitled for compensation as he has completed 240 days during his service period and juniors were retained in service. He has also placed on record Ex.W1 consisting 1 to 20 pages of attendance-sheet. It is also his case that he was also known by the name of Pawan and in this regard he has filed Ex.W2 certificate issued by the Gram Panchayat, Tiyaali. Ex.W3



is the intimation received by him under the RTI regarding the amount paid by the department to outsider for the period 1.7.2010 to 1.4.2012.

11. On the other hand, it is the case of the management that one post of MTS Group D was vacant since 2006 and working of this post was being managed amongst the Gramin Dak Sewak Mail Deliverers(GDSMD) on paid substitute arrangement on daily wage basis turn by turn as per Rule 10 of GDS Conduct and Engagement Rules, 2011. The workman was never recruited by the department. He was engaged by the GDSs on stop gap arrangement as per rule. The Assistant Superintendent of Post Office, Shimla vide memo dated 18.04.2012 has directed that work should be managed by the GDS amongst themselves by doing combined duty. The workman was engaged as substitute for GDSs by them. Annexure M1 depict that that the working day of workman and the person in place of whom he was engaged and the period of days he was working.

12. It is an admitted fact that as per the version of the workman that he was employed on the post of outside GDS Group-D and he worked from 28.04.2010 to 18.04.2012 and he was given fictional breaks by the respondent-department in his service. Thus, the workman had admitted that he was outside GDS and this fact stand substantiated from Annexure M1 which depicts the period from which and upto which date he worked against the post of GDS as outsider against GDS post.

13. Thus, it is clear that he was engaged to work as outsider as paid substitute in place of various GDSs at their own responsibility while they proceeded on leave during the period from July 2010 to 18.04.2012. This fact that applicant was working in place of regular GDSs further substantiated from the cross-examination of him. He has stated in his cross-examination that he was not issued any appointment letter. He had also admitted that there is no post of outside GDS(Group D) available with the department. No advertisement and interview was conducted when he was appointed. He has also admitted that no seniority list was made for the post which he was served. He has also admitted that Ex.W1 shows his attendance which was being marked for the purpose of calculating the number of days worked by him as substitute in the absence of GDS who proceeded on leave. Thus, from his cross-examination, it clearly emerges that he was working in place of GDSs who proceeded on leave.

14. In fact, as per procedure when an GDS appointed by the department proceed on leave such agent is permitted to make temporary arrangements by appointing any one of his choice as a substitute until he returns from the leave. The substitute appointment is sporadic depending on the period during which the regular employee is on leave for whatsoever reason. Having regard to the nature of the GDSs when they apply for leave, they have to give the name and particulars of the substitutes who will discharge their duties during the leave period. Substitutes are not made by the department but by the GDSs. Thus, it is clear and proved that applicant Mohan Lal rendered his services not an employee of management but as nominee of various GDSs as mentioned in Ex.M-1. It is also pertinent to mention that the original incumbent and the workman as such, is not entitled for any termination notice as per Gramin Dak Sewak (Conduct and Engagement) Rules, 2011. The learned counsel for the workman could not place any rule before me that any notice of termination under the rules is required before retrenchment by the management.

15. Admittedly, as per Ex.M-1 the workman has worked for 240 days preceding the year of his alleged retrenchment/termination as substitute of various GDSs however, he is not entitled for any compensation. In this case, even workman has not led any evidence that who was placed in place of him.

16. Learned counsel for the workman has drawn my attention towards the provision of Section 25 of the Industrial Disputes Act, 1947 which mandate that if a workman has rendered his services for more than 240 days in a preceding year of his termination then notice is mandatory and compensation in lieu of the notice is also required to be given to the workman as is specifically mentioned in the aforesaid section. The management-counsel argued that the provision of Section 25 of the I.D. Act is not applicable in case in hand as there is no such specific provision regarding the retrenchment/termination by the management. It is submitted by the learned counsel that there is no such provision of issuing a notice to a person who is substitute of any other employee of the management as such, before his termination or retrenchment. In this connection, learned counsel has drawn my attention to the judgment of Apex Court in **B.N. Sinha vs. Union of India, AIR 1998, SC 2600**, where it is observed that the Courts and Tribunals should not attempt to legislate on a subject which was not of its business and neither the rule of statutory interpretation nor rules relating to interpretation of subordinate legislation empower any judicial or quasi judicial body to apply the law to a situation or object which was not completed by the legislature while making a Law or by the government while making the Rule. The Courts or Tribunals have no power to override the provisions of the Rules on sympathetic consideration regarding the employment. In view of the above discussion and legal proposition, provision regarding issuance of notice likewise in Section 25 of the ID Act is not mandatory in dispute in case and in dispute in hand. Hence, to my mind, the workman being not an employee of the management is neither required such type of notice nor compensation as required under Section 25 of the Industrial Disputes Act, 1947.

17. The Hon'ble Supreme Court while dealing with the appeal against the order of Central Administrative Tribunal Calcutta Bench, regarding the entitlement of substitute Extra Departmental Agent(now GDS) has observed in the case of **Union of India and Another Vs. Devika Guha and others J.T. 2000(7) Supreme Court, page 473** that claim on behalf of the substitute ordinarily is not maintainable as there cannot be legal claim on the basis that they

have worked for 180 days or more continuously. However, Hon'ble Supreme Court has held that even if they have worked for a long time continuously, their cases could be appropriately considered by the Department for absorption. Thus, it is up to the management to absorb the claimant looking his services rendered to the department. This Tribunal is of the view that management will honour the observation of Hon'ble Supreme Court in letter and spirit if possible in given circumstances.

18. This Tribunal is of the firm view that the claimant/workman is not entitled for any relief. In result, there is no merit in the case and the same is liable to be dismissed.

19. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

Kamal Kant, Presiding Officer

नई दिल्ली, 19 मार्च, 2024

का.आ. 563.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और सुखविंदर कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (143/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024. आई आर (बी-I)-125]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.143/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Sukhwinder Kaur Worker.**

[No L-12025/01/2024- IR(B-I)-125]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.143/2016

Registered On:-11.11.2016

Sukhwinder Kaur W/o Sh. Krishan Singh R/o Village Jahlan Ranbirpura, Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Smt. Sukhwinder Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly,

no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.

4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 564.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और जगतार सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ़ के पंचाट (144/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024-आईआर(बी-I)-126]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 564.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.144/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jagtar Singh Worker.

[No. L- 12025/01/2024 - IR (B-I)-126]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present:** Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.144/2016

Registered On:-11.11.2016

Jagtar Singh S/o Sh. Parkash Singh, R/o Village Jahlan Ranbirpura, Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Jagtar Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 565.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और सुमनदीप कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (145/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024 -आईआर(बी-I)-127]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 565.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.145/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Sumandeep Kaur Worker.

[No. L- 12025/01/2024 - IR (B-I)-127]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.145/2016

Registered On:-11.11.2016

Sumandeep Kaur W/o Sh. Babandeep Singh R/o Village Icchewal Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Smt. Sumandeep Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 566.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट फेज़-I, पटियाला, संबद्ध नियोजको और सतेंद्र भारती, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (146/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024 -आईआर(बी-I)-128]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 566.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 146/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Satinder Bharti Worker.

[No. L-12025/01/2024-IR (B-I)-128]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 146/2016

Registered On:-11.11.2016

Satinder Bharti S/o Sh. Madan Lal R/o B-4-345, Dheeru Nagar, Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Satinder Bharti has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 567.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट फेज़-I, पटियाला, संबद्ध नियोजको और किरणदीप कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगड के पंचाट (147/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024 -आईआर(बी-I)-129]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 567.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 147/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Kirandeep Kaur Worker.

[No. L-12025/01/2024-IR (B-I)-129]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 147/2016

Registered On:-11.11.2016

Kirandeep Kaur W/o Sh. Satnam Singh R/o Village Hardaspur Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Smt. Kirandeep Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 568.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और करमजीत कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (148/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024 -आईआर(बी-I)-130]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 568.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 148/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Karamjit Kaur Worker.

[No. L- 12025/01/2024-IR (B-I)-130]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.148/2016

Registered On:-11.11.2016

Karamjit Kaur W/o Sh. Gurdial Singh R/o Village Hardaspur Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Smt. Karamjit Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 569.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और जोध सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (149/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2024 -आईआर(बी-I)-131]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 569.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 149/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court – I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jodh Singh Worker.

[No. L- 12025/01/2024-IR (B-I)-131]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 149/2016

Registered On:-11.11.2016

Jodh Singh S/o Sh. Malkit Singh R/o Village Lang Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Jodh Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 570.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175,



अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और वरिंदर कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (150/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2024 -आईआर(बी-I)-132]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 150/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Varinder Kumar Worker.**

[No. L-12025/01/2024-IR (B-I)-132]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 150/2016

Registered On :-11.11.2016

Varinder Kumar S/o Sh. Sham Lal R/o H.No.141, Jai Jawan Colony, Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Varinder Kumar has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और अवतार सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (151/2016) प्रकाशित करती है।**

[सं. एल-12025/01/2024 -आईआर(बी-I)-133]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 571.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 151/2016) of the *Cent.Govt.Indus. Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Avtar Singh Worker.

[No. L-12025/01/2024-IR (B-I)-133]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.151/2016

Registered On:-11.11.2016

Avtar Singh S/o Sh. Bhinder Singh R/o Village Uccha Gaon Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Avtar Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 572.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और हरमेश, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (152/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2024 -आईआर(बी-I)-134]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 152/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court – I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Harmesh Worker.**

[No. L-12025/01/2024-IR (B-I)-134]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 152/2016

Registered On:-11.11.2016

Harmesh S/o Sh. Harinder Singh R/o Vill. Mehmodpur Jattan Distt. Patiala.

.....Workman

**Versus**

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

**AWARD****Passed On:-23.01.2024**

1. The workman Sh. Harmesh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 573.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और जसविंदर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (153/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024 -आईआर(बी-I)-135]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 573.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 153/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jaswinder Singh Worker.

[No. L-12025/01/2024-IR (B-I)-135]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 153/2016

Registered On:-11.11.2016

Jaswinder Singh S/o Sh. Jagir Singh R/o Village Shermajera, Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Jaswinder Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 574.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और सलोचन सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगड के पंचाट (154/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2024 -आईआर(बी-I)-136]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 154/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Salochan Singh Worker.**

[No. L-12025/01/2024-IR (B-I)-136]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 154/2016

Registered On:-11.11.2016

Salochan Singh S/o Sh. Joginder Singh R/o Vill. Pahadpur P.O. Gajjumajera Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Salochan Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और जसविंदर कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1 चण्डीगड के पंचाट (155/2016) प्रकाशित करती है।**

[सं. एल- 12025/01/2024 -आईआर(बी-I)-137]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 575.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 155/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jaswinder Kaur Worker.

[No. L-12025/01/2024-IR (B-I)-137]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 155/2016

Registered On:-11.11.2016

Jaswinder Kaur W/o Darshan Singh R/o Vill. Kalwan P.O. Janheri Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Smt. Jaswinder Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मार्च, 2024

**का.आ. 576.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और दर्शन सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (156/2016) प्रकाशित करती है।

[सं. एल- 12025/01/2024 -आईआर(बी-I)-138]

सलोनी, उप निदेशक

New Delhi, the 19th March, 2024

**S.O. 576.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 156/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Darshan Singh Worker.

[No. L-12025/01/2024-IR (B-I)-138]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 156/2016

Registered On:-11.11.2016

Darshan Singh S/o Sh. Babu Ram R/o Vill. Boharpur Distt. Patiala.

.....Workman

#### Versus

1. The Admn. Commander, Station Head Quarter Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj, Contractor, R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

#### AWARD

**Passed On:-23.01.2024**

1. The workman Sh. Darshan Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 20 मार्च, 2024

**का.आ. 577.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ अधीक्षक डाकघर, अम्बाला मंडल अम्बाला, हरियाणा; उप. मुख्य श्रम आयुक्त उप. मुख्य श्रम आयुक्त, चंडीगढ़, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री आबिद हसन, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 30/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/03/2024 को प्राप्त हुआ था।

[सं. एल-40012/11/2016 -आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 20th March, 2024

**S.O. 577.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 30/2016**) of the **Central Government Industrial Tribunal cum Labour Court-I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Senior Superintendent Post Offices, Ambala Division Ambala, Haryana ; The Dy. Chief Labor Commissioner Dy. Chief Labor Commissioner, Chandigarh, and Shri Abid Hassan, Worker**, which was received along with soft copy of the award by the Central Government on **20/03/2024**.

[No. L- 40012/11/2016 - IR (DU)]

DILIP KUMAR. Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 30/2016

Registered On: 27.09.2016

Abid Hassan Vill. & Post. Office- Darpur, Tehsil-Chhachrauli, Distt. Yamunanagar, Haryana.

.....Workman

#### Versus

1. The Senior Superintendent Post Offices, Ambala Division Ambala, Haryana.
2. The Dy. Chief Labour Commissioner Dy. Chief Labour Commissioner, Chandigarh.

.....Managements

#### AWARD

**Passed On: 11.03.2024**

Central Government vide Notification No. L-40012/11/2016-IR(DU) dated 16.08.2016, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of Assistant Superintendent, Yamunanagar and the Senior Superintendent, Post Office, Ambala in terminating the services of the workman Sh. Abid Hassan, outsider GDS (Gramin Dak Sweak) is legal and justified? If not, what relief the workman is entitled to and from which date?**

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing replication by workman but none is responding on behalf of workman since long i.e. from 07.04.2022. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.
2. Perused the file and it is found that the submissions made by the Ld. Counsel for management is true. Several opportunities have already been given to the workman to file the replication but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.
3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 20 मार्च, 2024

**का.आ. 578.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (30/2019) प्रकाशित करती है।

[सं. एल- 12012/101/2016 -आईआर(बी- II)]

सलोनी, उप निदेशक



New Delhi, the 20th March, 2024

**S.O. 578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 30/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.**

[No. L-12012/101/2016-IR (B-II)]

SALONI, Dy. Director

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR COURT, LUCKNOW**

**PRESENT**

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 30/2019

**Ref. No.-L-12012/101/2016-IR(BII), dated 16.01.2018**

**BETWEEN**

Sri Dilip Kumar

Uprehitpurva, Mauza; Janaki Nagar

Near O.N. Pandey Nurshing Home

District- Gonda (U.P.)

..... Workman

**AND**

1. The Regional Manager  
Central Bank of India Regional Office  
Bank Road, Gorakhpur
2. The Branch Manager  
Central Bank of India, LBSDC Branch  
Civil Lines Gonda District Gonda (U.P.)

..... Respondent

**AWARD**

By order/letter dated 16.01.2018 following dispute has been referred to this Tribunal.

क्या प्रबंधन सेंट्रल बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय गोरखपुर द्वारा श्रीम दिलीप कुमार को दिनांक 17.10.2012 नौकरी से निकाल दिया जाना न्यायोचित एवं वैध है।

यदि नहीं तो कामगार किस राहत को पाने का हकदार है।

Accordingly ID case No. 30/2019 registered before this Tribunal.

By an order dated 16.08.2019 claimant, was called up to file claim statement.

As claimant had not filed the claim statement thereafter on two dates which were passed for the said purpose so on 24.12.2020 an order passed quoted herein below:-

Taken up.

Parties absent.

Fresh notice be issued.

List on 15.02.2021 for C.S.

In spite of the service notice claim statement was not filed by the claimant thereafter six dates were fixed for the said purpose.

On 16.09.2022. an order was passed quoted reads as under:-

Case called out.

*Parties absent.*

*Last opportunity granted for CS.*

*List on 14.12.2022 for statement of claim.*

On 28.02.2023 an order passed quoted reads as under:-

*Matter taken up in revised list.*

*Sri Adheesh, holding brief of Sri Gaurav Gunjan, counsel for bank.*

*None for claimant.*

*Last opportunity is granted to claimant to file statement of claim, failing which the case shall proceed ex-parte.*

*List on 23.05.2023. Notice be issued to claimant.*

On 23.05.2023 an order passed quoted reads as under:-

*Sri Mohd. Raza Advocate filed on behalf of claimant power taken on record.*

*Prays for and granted to file statement of claim.*

*Sri Gaurav Advocate for respondent is present.*

*List on 24.07.2023.*

On 24.07.2023 an order passed quoted reads as under:-

*Matter taken up in the revised list.*

*None for claimant.*

*Sri Gaurav Gunjan for OP*

*Further time is granted for claim statement.*

*List on 11.10.2023*

On 11.10.2023 an order passed quoted reads as under:-

*None for claimant.*

*Sri Gaurav Gunjan for OP.*

*List opportunity is granted for claim statement.*

*List on 21.12.2023. Notice to workman.*

Today when the matter taken up in the revised cause list. Neither the workman nor his legal representative was present and learned counsel for respondent was present.

Accordingly after hearing the learned counsel for the respondent and going through the facts on record of the case and the facts stated herein above, as claimant has not filed claim statement till date.

Thus in view of the above said facts as well as the law laid by the Hon'ble High Court in the case of **V. K. Raj Industries v.**

**Labour Court (1) and others 1981 (29) FLR 194** as under

*"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under.

*"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead*

*evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led*

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary- cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519.** wherein it has been held as under

*"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed"*

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief:-

Lucknow

Justice ANIL KUMAR, Presiding Officer

Dated 26.12.2023